



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 7, 2020, 6:30 P.M.
Commission Chamber, Town Hall
535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr style="border-top: 1px dashed black;"/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATION/REPORT:**

1. **Presentation of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended 9/30/2019.** Tab 1
2. **Proclamation for Howard H. Butts, Employee of the Year for 2019.** Tab 2
3. **Proclamation in Honor of the 100th Anniversary of the 19th Amendment to the United States Constitution.** Tab 3
4. **Proclamation Recognizing September 17-23, 2020 as Constitution Week.** Tab 4
5. **Proclamation Recognizing October 11-17, 2020 as Mediation Week.** Tab 5
6. **Presentation by the Nautilus Development Team for the Repurposing of Lake Shore Park – Informational Only.** Tab 6

D. 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.

E. 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.

- | | |
|---|--------|
| 7. September 14, 2020 First Public Budget Hearing Meeting Minutes | Tab 7 |
| 8. September 16, 2020 Regular Commission Meeting Minutes | Tab 8 |
| 9. September 23, 2020 Final Public Budget Hearing Meeting Minutes | Tab 9 |
| 10. Approval of Replacement of the Library Air Conditioning Unit | Tab 10 |
| 11. Resolution 67-10-20 Recognizing Florida City Government Week, October 19-25, 2020. | Tab 11 |
| 12. Resolution 68-10-20 Authorizing and Directing the Mayor to Execute Amendment Three to Interlocal Agreement between Palm Beach County and the Town of Lake Park. | Tab 12 |

**F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
None**

**G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:
None**

H. NEW BUSINESS:

- | | |
|---|--------|
| 13. Public Improvement Fund Discussion. | Tab 13 |
| 14. Resolution No. 52-10-20 Authorizing and Directing the Mayor to Execute a Contract with Strategic Development Initiatives, Inc. for Professional Public-Private (P3) Consulting Services Associated with the Redevelopment of the Lake Park Harbor Marina. | Tab 14 |
| 15. Resolution 69-10-20 Authorizing and Directing the Mayor to Execute an Extension of the Town's Contract with Hy-Byrd, Inc. for Building Official/Inspection Services. | Tab 15 |
| 16. Resolution 70-10-20 to Approve Work Authorization for Water Resource Management Associates (WRMA) for Work Required to Assess the Current Condition of the Southern Outfall Pipe System and Assess the Increasing Impact of Sea Level Rise and Other Factors on the Pipe. | Tab 16 |
| 17. Resolution 71-10-20 Authorizing and Directing the Town Manager to Sign the | |

**Work Authorization for Water Resource Management Associates, Inc. (WRMA)
to Assess the Current Condition of the Southern Outfall Pipe System and Engineer
and Design a Plan to Replace the Old Existing Pipe.**

Tab 17

18. Schedule the Follow-up Accessory Dwelling Units Public Workshop Date

Tab 18

I. 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.

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. REQUEST FOR FUTURE AGENDA ITEMS:

L. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on October 21, 2020

Special Presentations /Reports

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020 **Agenda Item No.** -20

Agenda Title: **Presentation of the Comprehensive Annual Financial Report for the Fiscal Year Ended 9/30/2019**

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

Approved by Town Manager *JN Cariseo* **Date:** 9-28-2020

Name/Title
 Lourdes Cariseo, Finance Director

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

Summary Explanation/Background:

Each year, the Town's independent auditors, Nowlen, Holt & Miner, P.A., report on the condition of the Town's finances and present the Town's Comprehensive Annual Financial Report ("CAFR") for the past fiscal year. Mr. Terry Morton, a partner with the firm will present the report for the year ended September 30, 2019.

Recommended Motion:

I move to accept the 2019 Comprehensive Annual Financial Report.



TOWN OF LAKE PARK FLORIDA



Comprehensive Annual Financial Report
FISCAL YEAR ENDED
SEPTEMBER 30, 2019

COMPREHENSIVE ANNUAL FINANCIAL REPORT

TOWN OF LAKE PARK, FLORIDA

Fiscal Year Ended September 30, 2019

**Prepared by
Finance Department**

THE TOWN OF LAKE PARK, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

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THE TOWN OF LAKE PARK, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

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INTRODUCTORY SECTION



August 26, 2020

The Honorable Mayor,
Members of the Town Commission and Citizens
Town of Lake Park, Florida

The Comprehensive Annual Financial Report (CAFR) of the Town of Lake Park, Florida, (the “Town”) for the fiscal year ended September 30, 2019, is hereby submitted. Florida law and the Rules of the Auditor General for the State of Florida require every municipality to complete a set of audited financial statements annually within nine months of the close of the fiscal year. This report is published to fulfill that requirement for the year ended September 30, 2019.

This report consists of management’s representation concerning the finances of the Town of Lake Park. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the Town of Lake Park has established a comprehensive internal control framework that is designed both to protect the Town assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town of Lake Park’s financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Town of Lake Park’s comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Town of Lake Park’s financial statements have been audited by Nowlen, Holt & Miner, P.A., certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the Town of Lake Park for the fiscal year ended September 30, 2019, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in financial statements; assign the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the Town of Lake Park’s financial statements for the fiscal year ended September 30, 2019, are fairly presented in conformity with GAAP. The independent auditor’s report is located at the front of the Financial Section of this report on page 1.

Management’s Discussion and Analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3300
Fax: (561) 881-3314

www.lakeparkflorida.gov

PROFILE OF THE TOWN

Originally incorporated in 1923 as Kelsey City, the city was renamed in 1939 to the Town of Lake Park. The Town of Lake Park is a political subdivision of the State of Florida with a population of 8,505 residents (U.S. Census Bureau, 2018 estimate), ideally located in the southeastern part of the State on the Atlantic Intracoastal Waterway. The Town is primarily residential but has several types of light industry, commercial and retail businesses and shopping centers.

The Town of Lake Park operates under a commission-manager form of government. Policymaking and legislative authority are vested in a governing commission consisting of the Mayor, Vice-Mayor and three Commissioners. The governing body is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring both the Town Manager and Town Attorney. The Town Manager serves as the Chief Administrative Officer for the Town and is responsible for day-to-day operations, including the hiring, discipline, and firing of all town employees.

In 2008, the Department of Justice of the United States filed a civil action against the Town alleging that the then current at-large method of electing the Commissioners for the Town, enhanced by the use of staggered terms and designated posts, resulted in black citizens of the Town having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of Section 2 of the Voting Rights Act of 1965. Subsequent to the end of Fiscal Year 2009, as a result of the Department of Justice Consent Decree with the Town, which requires that the Town change the manner in which candidates for Commission seats are elected by imposing a method known as "Limited Voting", an ordinance was adopted to amend the Charter to reflect this change. The seat of Mayor is elected in one election year and the four remaining commissioners are elected in the next election year, with no election occurring in the third year. The Mayor and Commission members are elected on a non-partisan basis. There are no term limits for elected officials.

The Town of Lake Park provides a full range of services, including building inspections, code enforcement, residential and commercial sanitation service, a public library, recreation and cultural events. Police and fire protection are contracted through Palm Beach County. Water and sewer service is provided through the Seacoast Utility Authority.

The Town's financial statements also include the Lake Park Community Redevelopment Agency (CRA); a dependent special district established by the Town, under authority granted by Florida Statute 163, Section III. The Town is financially accountable for the CRA which is included in the Town's financial statements as a blended component unit reported in a governmental (special revenue) fund, the CRA Fund.

The Town is required by State law to adopt an annual budget for the general fund. The annual budget serves as the foundation for the Town's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., police). The Town Manager may transfer resources within a department or fund up to \$10,000. Budgetary transfers require the approval of the Town Commission for any of the following: transfers above \$10,000, transfers between funds, transfers from Unassigned Fund Balance, or transfers from the Town's Contingency Account.

LOCAL ECONOMY

The Town is experiencing the buildout of some of the remaining vacant parcels but does not anticipate any significant changes in the type of development that will occur. It is anticipated that redevelopment and reuse of existing structures will eventually take place and that the Town will continue to diversify its tax base. The decline in both commercial and residential assessments appears to have been reversed.

The decrease in taxable values within the Town totaled peaked at more than \$302 million, now stands at a decrease of more than \$157.2 million. A small increase in the millage was adopted for Fiscal Year 2013-2014 and the millage was held at the same rate for Fiscal Year's 2014-2015, 2015-2016, 2017-2018 and in 2018-2019. For fiscal year 2016 the Town adopted a MSTU for fire services during the year, thus the millage for the Fire Services was not included in the operating millage accounting for a decrease in revenue and expense of \$1,813,451. The operating millage rate was effectively held constant year-over-year at 5.3474 (8.8055 mills less the fire millage of 3.4581). While public safety is paramount to the citizens of the Town, the cost of police services represent 50.3% of the General Fund expenditures and consume in excess of 100% of the ad valorem tax revenue. The operational cuts that were enacted across all departments, excluding public safety, to counter the loss of revenue; it will take years to reverse.

The Town continues to look for ways to provide essential services to the public in the most cost efficient, effective way without the health, safety and welfare of the community being compromised. The use of one time sources of revenue for recurring expenditures is not an option given the modest level of reserves and the threat of hurricanes an annual possibility. Alternative sources of revenue and possibly increased fees will be explored for future budgets.

The Community Redevelopment Agency (CRA) purchased commercial property in 2008, located at 800 Park Avenue, was refurbished and was used as an art studio and gallery for a period in 2010 and 2011. In 2012 the building was leased to The Artists of the Palm Beaches who are to provide free classes, have monthly exhibits, and use the building as the group's base of operations. Improvements have continued for the downtown alleyways; in 2012 completing the alleyway between 7th and 8th streets south of Park Avenue. There are several incentives included in the CRA Plan including; façade improvement grants and limited business development loan programs that continues to be in place. These incentives may be utilized in the future to encourage development of the downtown business district located within the CRA boundaries.

ACCOUNTING AND BUDGETARY CONTROLS

The accounting and financial reporting of the Town's general government operations takes place in four broad categories: the General Fund, Special Revenue Funds, Debt Service Fund, and Insurance Internal Service Fund. The records and reports for these funds are maintained on the modified accrual basis, with revenue being recorded when measurable and available, and expenditures being recorded when the services or goods are received and the liabilities incurred. Accounting records for the Town's enterprise operations and pension trust funds are maintained on the accrual basis.

Management of the government is responsible for establishing and maintaining internal controls designed to ensure that the assets of the government are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States (GAAP). The internal control is designed to provide reasonable, rather than absolute, assurance these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the evaluation of costs and benefits requires estimate and judgments by management.

As a recipient of federal, state and local awards, the Town is responsible for ensuring that adequate internal control is in place to ensure compliance with applicable laws and regulations related to those programs. This internal control is subject to periodic evaluation by management.

In addition, the government maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the legal provisions embodied in the annual budget approved by the government's governing body. Activities of the General Fund, Community Redevelopment Agency, Debt Service Fund and proprietary funds are included in the annual appropriated budget. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is established at the department level within the individual fund. The government also maintains an encumbrance accounting system as one technique of accomplishing budgetary control.

As demonstrated by the basic financial statements and schedules included in the financial section of the report, the government continues to meet its responsibility for sound financial management.

MAJOR INITIATIVES

There were three significant initiatives completed during the fiscal year: (1) a CDBG funded grant to provide for an additional code enforcement officer to provide additional services within a specific boundary servicing beneficiaries in low/moderate income range. (2) Lamda Rail project providing updated technology and fiber optic connectivity throughout most of Lake Park. A second phase of the project with include Kelsey and Lake Shore Parks as well as the Lake Park Harbor Marina, (3) Safety and security technology including additional street lights, surveillance cameras, gunshot detection technology and updated communications with law enforcement.

Additionally, during recent years, the Town has devoted a significant amount of time, energy and resources to the continuing growth and redevelopment of the Town. Additional emphasis is being placed on the scheduling of community-wide special events.

ACKNOWLEDGEMENTS

A comprehensive annual financial report of this type and depth, illustrating the results of operations of the entire Town and its various diversified funds and activities, could not have been prepared so completely without the dedication and efficiency of the Chief Accountant, along with the assistance of the entire Finance Department staff. Their dedication and hard work is greatly appreciated. My appreciation is also extended to our independent auditors, Nowlen, Holt & Miner, P.A. for their cooperation and guidance.

Special appreciation is extended to the Mayor, Town Commission, Town Manager, and Department Heads for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

Respectfully submitted,



Lourdes Cariseo
Finance Director

TOWN OF LAKE PARK

List of Principal Officials

September 30, 2019

Mayor

Michael O'Rourke

Vice Mayor

Kimberly Glas-Castro

Town Commission

Erin Flaherty
Roger Michuad
John Linden

Town Manager

John O. D'Agostino

Town Clerk

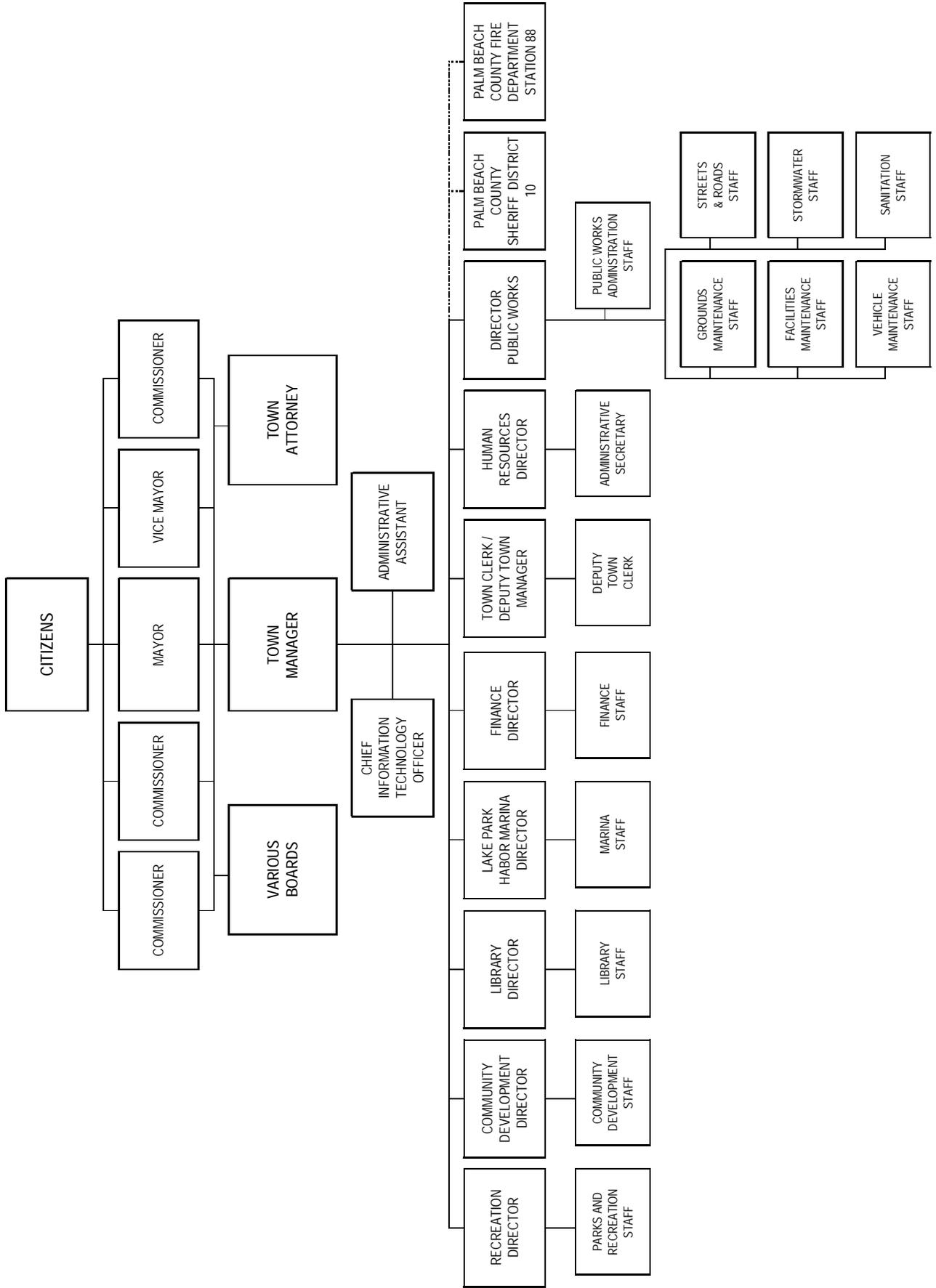
Vivian Mendez

Finance Director

Lourdes Cariseo

Public Works Director
Community Development Director
Library Director
Special Events Director
Harbor Marina Dockmaster
Human Resources Director
Information Technology Director

Richard Scherle
Nadia DiTomasso
Karen Mahnk
Riunite Franks
Bruce Butcher
Bambi McKibbon-Turner
Hoa Hoang



FINANCIAL SECTION



NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

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333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

The Honorable Mayor and Members of the Town Commission
Town of Lake Park, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lake Park, Florida as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers

internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lake Park, Florida as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 14 Pension and Other Postemployment Benefit trend information on pages 70 through 73, and budgetary comparison information on pages 74 through 81 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Lake Park, Florida's basic financial statements. The introductory section, combining and budgetary statements and schedules, and statistical section listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and budgetary statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated August 26, 2020, on our consideration of the Town of Lake Park, Florida's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Lake Park, Florida's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Lake Park, Florida's internal control over financial reporting and compliance.

Nowlen, Holt & Mimer, P.A.

August 26, 2020
West Palm Beach, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Town of Lake Park, Florida (Town) administration offers readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2019. Readers are encouraged to consider the information presented here in conjunction with additional information that has been furnished in the transmittal letter and the accompanying basic financial statements.

The information contained within this Management's Discussion and Analysis (MD&A) is only a component of the entire financial statement report. Readers should take time to read and evaluate all sections of the report, including the Notes to the Financial Statements and the Required Supplementary Information that is provided in addition to this MD&A.

Financial Highlights

Government-Wide Financial Statements

- The assets and deferred outflows of the Town of Lake Park exceeded its liabilities and deferred inflows at September 30, 2019 by \$14,822,455. Of this amount, unrestricted net position is \$2,171,320.
- The total net position increased by \$1,473,557 of which an increase of \$1,182,795 was attributed to governmental activities and an increase of \$290,762 was related to business-type activities. The change in net position of the business-type and governmental activities of the Town was primarily due to depreciation expense far exceeding investment in capital assets.

Fund Financial Statements

- As of the close of the 2019 Fiscal Year, the Town of Lake Park's General Fund reported ending fund balance of \$2,291,029 an increase of \$188,976 from the prior year. Of the total, \$523,597 is restricted or non-spendable, while \$1,723,974 is unassigned and available for future uses by the Town Commission, an increase of \$217,880 in unassigned fund balance.
- At the end of the 2019 Fiscal Year, the unassigned fund balance for the General Fund represented just less than 21% of total General Fund expenditures or approximately 78 days of available funding.
- Total long-term obligations for the Town increased by \$1,674,771. This was due to a new governmental capital lease of \$1,494,679 and two new Sanitation loans totaling \$567,487.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The three components of the financial statements are: (1) Government-wide financial statements that include the Statement of Net Position and the Statement of Activities. These statements provide information about the activities of the Town as a whole. (2) Fund financial statements tell how these services were financed in the short term, as well as what remains for future spending. Fund financial statements also report the Town's operations in more detail than the government-wide statements by providing information about the Town's most significant funds. (3) Notes to the basic financial statements expand upon information reported in the government-wide and governmental fund statements.

REPORTING THE TOWN AS A WHOLE

Statement of Net Position and the Statement of Activities (Government-wide)

A frequently asked question regarding the Town's financial health is whether the year's activities contributed positively to the overall financial well-being. The Statement of Net Position and the Statement of Activities report information about the Town as a whole and about its activities in a way that helps answer this question. These statements include all assets, deferred outflows, liabilities and deferred inflows using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account, regardless of when cash is received or paid.

These two statements report the Town's net position and changes therein. Net position, assets and deferred outflows less liabilities and deferred inflows, are one way to measure the Town's financial health, or financial position. Over time, increases or decreases in net position are an indicator of whether the financial health is improving or deteriorating.

The Statement of Net Position and the Statement of Activities present information about the following:

- Governmental activities - All of the Town's basic services are considered to be governmental activities, including general government, community development, public safety, public services, library, and recreation. Property taxes, sales taxes, utility taxes, intergovernmental revenue and franchise fees finance most of these activities.
- Proprietary activities/Business-type activities - The Town charges a fee to customers to cover all or most of the cost of the services provided. The Town's Sanitation Fund, Stormwater Fund and Marina Fund are reported in this category.

REPORTING THE TOWN'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the Town as a whole. Some funds are required to be established by State law. However, management establishes other funds, which aid in the management of money for particular purposes or meet legal responsibilities associated with the usage of certain taxes, grants, and other money. The Town's three kinds of funds, governmental, proprietary, and fiduciary, use different accounting approaches as explained below.

- Governmental funds - Most of the Town's basic services are reported in governmental funds. Governmental funds focus on how resources flow in and out, with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. The basic governmental fund financial statements can be found on pages 18-21 of this report.
- Enterprise funds - The Town has three enterprise funds, Sanitation, Stormwater and Marina, which charge customers for the services they provide. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. These funds are reported using the full accrual basis of accounting; revenues are recognized in the period earned and expenses are recognized in the period that liabilities are incurred. The basic proprietary fund financial statements can be found on pages 22-24 of this report.
- Fiduciary funds - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 25-26 of this report.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 27-69 of this report.

Other information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the Town's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information for pension benefits can be found on page 70-73 of this report.

The Town adopts annual appropriated budgets for the General Fund and CRA. Budgetary comparison schedules for the General Fund and CRA are included as *Required Supplementary Information* on pages 74-81 to demonstrate compliance with the budget.

The Town also adopts an annual budget for the Streets and Roads Fund and Insurance Fund. Budgetary comparison schedules for these funds are also included as Other Supplementary Information section of this report. The combining and individual fund statements and schedules are presented immediately following the required supplementary information on pages 82-85 of this report.

Government-Wide Financial Analysis

Net Position: As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, governmental activity assets exceeded liabilities and deferred inflows by \$9,302,471. Business-type activity assets exceeded liabilities and deferred inflows by \$5,519,984. The Town-wide total net position was \$14,822,455. at the close of the fiscal year ended September 30, 2019. The Statement of Net Position is on page 15 of this report.

The Town's investment in capital assets (e.g., land, buildings, equipment and vehicles, less any related debt used to acquire those assets that is still outstanding) was \$10,622,607 or over 72% of total net position at September 30, 2019. Capital assets total \$18,216,879 at September 30, 2019, or 75% of all assets, which total \$24,443,613. The Town uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the net position \$2,028,528 represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position of \$2,171,320 may be used to meet the government's ongoing obligations to citizens and creditors. The following table reflects the condensed Statement of Net Position for the current year as compared to the prior year.

Net Position

	Governmental Activities		Business Activities		Total	
	2019	2018	2019	2018	2019	2018
Assets:						
Current and other assets	\$ 5,144,029	\$ 4,513,944	\$ 1,082,705	\$ 936,149	\$ 6,226,734	\$ 5,450,093
Capital assets	9,048,251	7,373,480	9,168,628	8,681,232	18,216,879	16,054,712
Total assets	14,192,280	11,887,424	10,251,333	9,617,381	24,443,613	21,504,805
Deferred outflows of resources:						
Pension related items	-	-	-	-	-	-
Liabilities:						
Long-term liabilities	487,920	3,102,884	228,911	4,186,318	716,831	7,289,202
Other liabilities	4,164,254	370,220	4,429,184	123,354	8,593,438	493,574
Total liabilities	4,652,174	3,473,104	4,658,095	4,309,672	9,310,269	7,782,776
Deferred inflows of resources:						
Pension related items	7,348	35,736	-	-	7,348	35,736
Deferred gain on bond refunding, net	-	-	73,254	78,487	73,254	78,487
Unearned revenue	230,287	258,908	-	-	230,287	258,908
	237,635	294,644	73,254	78,487	310,889	373,131
Net position:						
Invested in capital assets, net of related debt	5,809,108	5,431,953	4,813,499	4,566,524	10,622,607	9,998,477
Restricted	2,028,528	1,509,135	-	-	2,028,528	1,509,135
Unrestricted	1,464,835	1,178,588	706,485	662,698	2,171,320	1,841,286
Total net position	\$ 9,302,471	\$ 8,119,676	\$ 5,519,984	\$ 5,229,222	\$ 14,822,455	\$ 13,348,898

Governmental Activities: Net position of the governmental activities of the Town have increased \$1,182,795 from 2018. Total assets and deferred outflows of governmental activities have increased by \$2,304,856 and total liabilities and deferred inflows of resources have increased by \$1,122,061. Unrestricted net position is up by \$286,247.

Business Activities: Net position for business activities have increased \$290,762 from 2018. Total assets increased by \$633,952 while total liabilities and deferred inflows have increased by \$343,190. Unrestricted net position has increased by \$43,787.

The following is a summary of the changes in net position for the years ended September 30, 2019 and 2018:

Changes in Net Position

	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	\$ 1,184,072	\$ 1,207,649	\$4,122,461	\$3,940,865	\$ 5,306,533	\$ 5,148,514
Operating grants and contributions	38,579	123,418	76,376	113,709	114,955	237,127
Capital grants and contributions	144,370	348,240	288,999	31,625	433,369	379,865
General revenues:						
Taxes	6,305,416	6,468,790	-	-	6,305,416	6,468,790
Intergovernmental	1,423,061	1,357,344	-	-	1,423,061	1,357,344
Investment earnings	219,825	47,015	11,653	5,720	231,478	52,735
Gain on sale of equipment	49,749	-	-	74,152	49,749	74,152
Total revenues	<u>\$ 9,365,072</u>	<u>\$ 9,552,456</u>	<u>\$4,499,489</u>	<u>\$4,166,071</u>	<u>\$13,864,561</u>	<u>\$13,718,527</u>

Overall total revenues are up by \$146,037. Program revenues increased by \$89,351 and general revenues increased by \$56,683.

Governmental Activities: Revenue collections of taxes including property taxes, franchise fees, utility services taxes, fuel taxes and communication services taxes have decreased \$163,374. This is due to a reduction in property taxes of \$371,249 caused by the General Obligation Bonds being paid off. Property values within the Town increased in 2019, 8.6% over 2018. When combined with the loss in value from Amendment One, property tax reform, and the economy changing; property values within the Town's Taxable Value remains more than 10 million dollars below the 2007 value. Increased investments earnings were due to managing cash flows to increase short term investments.

Business Activities: Total revenues for business activities of the Town have increased by \$333,418. This is primarily the result of increased Marina occupancy and increased residential Sanitation fees.

	Governmental Activities		Business Activities		Total	
	2019	2018	2019	2018	2018	2019
Expenses:						
General government	\$ 2,233,918	\$ 2,281,971	\$ -	\$ -	\$ 2,233,918	\$ 2,281,971
Public safety	3,890,768	3,769,881	-	-	3,890,768	3,769,881
Physical environment	369,636	243,451	-	-	369,636	243,451
Transportation	627,123	573,583	-	-	627,123	573,583
Culture and recreation	1,139,623	1,017,475	-	-	1,139,623	1,017,475
Economic environmnet	125,707	75,243	-	-	125,707	75,243
Interest on long-term debt	120,502	111,880	-	-	120,502	111,880
Marina	-	-	1,885,821	1,703,023	1,885,821	1,703,023
Sanitation	-	-	1,422,337	1,283,784	1,422,337	1,283,784
Stormwater	-	-	575,569	386,464	575,569	386,464
Total expenses	<u>8,507,277</u>	<u>8,073,484</u>	<u>3,883,727</u>	<u>3,373,271</u>	<u>12,391,004</u>	<u>11,446,755</u>
Transfers In/(Out)	<u>325,000</u>	<u>411,877</u>	<u>(325,000)</u>	<u>(411,877)</u>		
Change in net position	1,182,795	1,890,849	290,762	380,923	1,473,557	2,271,772
Net position - beginning of year	<u>8,119,676</u>	<u>6,228,827</u>	<u>5,229,222</u>	<u>4,848,299</u>	<u>13,348,898</u>	<u>11,077,126</u>
Net position - end of year	<u>\$ 9,302,471</u>	<u>\$ 8,119,676</u>	<u>\$ 5,519,984</u>	<u>\$ 5,229,222</u>	<u>\$ 14,822,455</u>	<u>\$ 13,348,898</u>

Overall net position increased \$1,473,557. The increase in net position is related to the increase in property values combined with cost cutting measures that have been undertaken by the Town and the CRA.

Governmental Activities: Changes in the expenses for 2019 in Public Safety is attributable to a 2% increase in the Sheriff's contract countered by the MSTU effect. The change in the General government is attributable to an average raise of just over 3% for all employees, countered by decreases in expense items result from vacant positions in several departments, other cost saving measures, and continued debt service payments.

Business-type Activities: The increased expenses for the Marina and Sanitation Funds results from filling vacant positions for both funds and increase repairs for the Marina.

Financial Analysis of the Governments' Funds

As noted earlier, the Town of Lake Park uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds. The focus of the Town's governmental fund financial statements is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At September 30, 2019, the Town's primary operating fund, the General Fund, reported ending fund balance of \$2,291,029 an increase of \$188,976 from the prior year. Of this amount, \$1,723,974 is considered unassigned fund balance and is available for spending at the Town's discretion. However, it is recommended that these funds be maintained at this level in the event of an emergency such as a hurricane. However; \$10,000 is restricted for specific purposes; the Community Improvement Beautification (CIB) Fund and \$43,458 is assigned for current year encumbrances that carry over to the subsequent year. The remainder of fund balance (\$513,597.) is non-spendable to indicate that it is not available for new spending because it has already been committed (1) for inventories and prepaid expenses (\$22,431) and (2) as advances to other funds, in particular to cover the cash deficit in the pooled cash of the Marina Fund (\$491,166).

As a measure of the General Fund's liquidity, it may be useful to compare both unrestricted fund balance and total fund balance to total fund expenditures. Unrestricted fund balance represents approximately 21 percent (approximately 78 days) of total general fund expenditures, while total fund balance represents 28 percent of that same amount. A sound financial management policy would dictate that the unrestricted, unassigned fund balance be maintained between 10-25% of total expenditures. To that end, the budget for Fiscal Year 2019 has been constructed to provide an increase in the fund balance at the end of the year, absent significant revenue shortfalls or at least be able to maintain the current level of fund balance in the event of revenue shortfalls.

Enterprise Funds. The Town's enterprise funds are accounted for on an accrual basis, and may be measured year-over-year by the Change in Net Position, a measure of the difference that the year made in the Total Assets less the Total Liabilities.

The Marina Fund has a decrease in Net Position \$296,777 an amount less than as the depreciation expense charged to the fund for the year, bringing the fund's Total Net Position to \$2,599,900.

The Sanitation Fund has an increase in Net Position of \$147,962, bringing the fund's Total Net Position for the fund to \$1,175,427.

The Stormwater Fund has an increase in Net Position of \$433,950, bringing the fund's Total Net Position for the fund to \$1,627,938.

General Fund Budgetary Highlights

The annual General Fund budget is adopted after two public hearings and approval of the Town Commission. Any amendments that would exceed the original budget at the fund level or would require funds to be transferred from contingency would require a formal budget amendment requiring the adoption of a resolution by the Town Commission. The General Fund appropriation was increased from \$8,462,431 to \$8,726,713.

Capital Asset and Debt Administration

Capital assets. The Town's total investment in capital assets at September 30, 2019 was \$17,729,483. (net of accumulated depreciation). Capital assets include land, construction in progress, buildings, equipment and vehicles and infrastructure. The Town's net capital assets at September 30, 2019 and 2018 are summarized as follows:

Capital Assets (Net of depreciation)

	Governmental Activities		Business Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	\$ 2,691,891	\$ 2,691,891	\$ 2,492,332	\$ 2,492,332	\$ 5,184,223	\$ 5,184,223
Construction in progress	1,657,797	438,062	675,492	417,588	2,333,289	855,650
Buildings	2,278,532	2,471,318	-	-	2,278,532	2,471,318
Equipment and vehicles	579,532	196,953	1,319,322	771,116	1,898,854	968,069
Streets, roads, and sidewalks	1,840,499	1,575,256	4,681,482	5,000,196	6,521,981	6,575,452
Total assets	<u>\$ 9,048,251</u>	<u>\$ 7,373,480</u>	<u>\$ 9,168,628</u>	<u>\$ 8,681,232</u>	<u>\$ 18,216,879</u>	<u>\$ 16,054,712</u>

Capital projects during Fiscal Year 2019 included the following:

- Roadway Improvements
- Lease purchase for the installation and renewal of facility infrastructure
- Purchase and installation of a vehicle license plate recognition system
- Replacement of a stormwater outfall
- Purchase of two sanitation vehicles

Additional information on the Town's capital assets can be found in Note 6 of the Notes to Financial Statements.

Long-term debt. No new governmental debt was incurred during fiscal year 2019. The debt position of the Town is summarized as follows:

	Governmental Activities		Business Activities		Total	
	2019	2018	2019	2018	2019	2018
Loans Payable	\$ 2,136,041	\$ 2,422,491	\$ 4,261,553	\$ 4,014,448	\$ 6,397,594	\$ 6,436,939
Capital lease obligations	1,494,679	-	-	-	1,494,679	-
Claims and settlements	33,334	66,667	-	-	33,334	66,667
Other Post-Emp. Benefits	95,543	86,720	37,282	33,935	132,825	120,655
Net pension liability	200,594	348,937	-	-	200,594	348,937
Compensated absences	204,063	178,069	36,773	37,673	240,836	215,742
Unamortized premium	-	-	93,576	100,260	93,576	100,260
Total	<u>\$ 4,164,254</u>	<u>\$ 3,102,884</u>	<u>\$ 4,429,184</u>	<u>\$ 4,186,316</u>	<u>\$ 8,593,438</u>	<u>\$ 7,289,200</u>

Additional information on the Town's debt can be found in Note 7 of the Notes to Financial Statements.

Economic factors and Next Year's Budgets and Rates

The Town, along with all other surrounding communities, Lake Park saw an increase in the taxable value of the properties for the fourth year. However, prior to this, values dropped within the Town for five consecutive years. The taxable assessed value of homes within the Town remain \$650,000 or .2% of the 2008 level. [Delete the remaining portion of this paragraph]

For the fiscal year 2019-2020 the Town Commission adopted a General Fund budget of \$8,970,345, compared with the budget for the fiscal year 2018-2019 in the amount of \$8,462,431. The Town adopted a MSTU for fire services in 2015, thus the millage for the Fires Services was not included in the operating millage accounting for a decrease in revenue and expense of \$1,694,293. The operating millage rate was effectively held constant year-over-year at 5.3474 (8.8055 mills less fire millage of 3.34581).

The greatest impact on the General Fund expenditures is the contract with the Palm Beach County Sheriff for policing services which represents 35.9% of the total and uses 100% of the Ad Valorem property tax revenue plus an additional \$131,121. of other revenues of the Town. In an effort to off-set some of the impact on the General Fund revenue lost the Town continues to operate with many cuts implemented in prior years across all departments and must continue to limit capital and other projects.

There were no significant rate adjustments for fiscal year 2019-2020.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Town's finances and to demonstrate the Town's accountability. Questions concerning information provided in this report or requests for additional financial information should be directed to:

Finance Department
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
(561) 881-3350

BASIC FINANCIAL STATEMENTS

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TOWN OF LAKE PARK, FLORIDA
Statement of Net Position
September 30, 2019

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Assets			
Pooled cash and cash equivalents	\$ 3,980,131	\$ 1,432,212	\$ 5,412,343
Accounts receivable, net	292,020	121,609	413,629
Notes receivable	917		917
Due from other governments	234,080	97,361	331,441
Internal balances	612,770	(612,770)	
Inventory	9,451	20,337	29,788
Prepaid items	14,660	23,956	38,616
Capital assets			
Capital assets not being depreciated	4,349,688	3,167,824	7,517,512
Capital assets being depreciated, net of accumulated depreciation	4,698,563	6,000,804	10,699,367
Total assets	<u>14,192,280</u>	<u>10,251,333</u>	<u>24,443,613</u>
Liabilities			
Accounts payable	174,853	165,918	340,771
Accrued expenses	118,999	35,998	154,997
Accrued interest payable	29,467	7,960	37,427
Deferred revenue	91,175	11,385	102,560
Deposits	73,426	7,650	81,076
Noncurrent liabilities:			
Due within one year	435,849	538,320	974,169
Due in more than one year	3,728,405	3,890,864	7,619,269
Total liabilities	<u>4,652,174</u>	<u>4,658,095</u>	<u>9,310,269</u>
Deferred inflows of resources			
Pension related items	7,348		7,348
Deferred gain on bond refunding, net		73,254	73,254
Unearned revenue	230,287		230,287
Total deferred inflows of resources	<u>237,635</u>	<u>73,254</u>	<u>310,889</u>
Net Position			
Net investment in capital assets	5,809,108	4,813,499	10,622,607
Restricted for:			
Debt service	170,052		170,052
Capital projects	1,243,702		1,243,702
Economic environment	604,774		604,774
Other restrictions	10,000		10,000
Unrestricted	1,464,835	706,485	2,171,320
Total net position	<u>\$ 9,302,471</u>	<u>\$ 5,519,984</u>	<u>\$ 14,822,455</u>

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Statement of Activities
For the Year Ended September 30, 2019

Functions/Programs	Expenses	Charges for Activities
Government:		
Governmental activities		
General government	\$ 2,233,918	\$ 112,775
Public safety	3,890,768	1,033,888
Physical environment	369,636	
Transportation	627,123	
Culture and recreation	1,139,623	37,409
Economic environment	125,707	
Interest on long-term debt	120,502	
Total governmental activities	<u>8,507,277</u>	<u>1,184,072</u>
Business-type activities		
Marina	1,885,821	1,584,076
Sanitation	1,422,337	1,768,552
Stormwater	575,569	769,833
Total business-type activities	<u>3,883,727</u>	<u>4,122,461</u>
Total	<u>\$ 12,391,004</u>	<u>\$ 5,306,533</u>

Program Revenues		Net Expense (Revenue) and Changes in Net Position		
Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
\$	\$	\$ (2,121,143)	\$	\$ (2,121,143)
		(2,856,880)		(2,856,880)
4,919	33,960	(330,757)		(330,757)
	50,056	(577,067)		(577,067)
33,660	60,354	(1,008,200)		(1,008,200)
		(125,707)		(125,707)
		(120,502)		(120,502)
<u>38,579</u>	<u>144,370</u>	<u>(7,140,256)</u>		<u>(7,140,256)</u>
23,003			(278,742)	(278,742)
43,919			390,134	390,134
9,454	288,999		492,717	492,717
<u>76,376</u>	<u>288,999</u>		<u>604,109</u>	<u>604,109</u>
<u>\$ 114,955</u>	<u>\$ 433,369</u>	(7,140,256)	604,109	(6,536,147)
General Revenues:				
Taxes:				
Property taxes		3,443,832		3,443,832
Infrastructure surtax		644,946		644,946
Franchise fees		634,652		634,652
Utility service taxes		1,037,613		1,037,613
Local option gas taxes		269,924		269,924
Communication services taxes		274,449		274,449
Unrestricted intergovernmental shared revenues		1,423,061		1,423,061
Gain on sale of capital assets		49,749		49,749
Investment earnings - unrestricted		219,825	11,653	231,478
Transfers		325,000	(325,000)	
Total general revenues and transfers		<u>8,323,051</u>	<u>(313,347)</u>	<u>8,009,704</u>
Change in net position		1,182,795	290,762	1,473,557
Net position, beginning of year		<u>8,119,676</u>	<u>5,229,222</u>	<u>13,348,898</u>
Net position, end of year		<u>\$ 9,302,471</u>	<u>\$ 5,519,984</u>	<u>\$ 14,822,455</u>

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Balance Sheet
Governmental Funds
September 30, 2019

	<u>Major Governmental Funds</u>			<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
	<u>General</u>	<u>CRA Fund</u>	<u>Special Projects Fund</u>		
Assets					
Pooled cash and cash equivalents	\$ 2,295,201	\$ 708,604	\$ 548,615	\$ 186,645	\$ 3,739,065
Accounts receivable, net	292,020				292,020
Notes receivable		917			917
Due from other governments	131,338		71,739	31,003	234,080
Due from other funds			291,195	279,489	570,684
Advances to other funds	491,166				491,166
Inventory	9,451				9,451
Prepaid items	12,980	1,680			14,660
Total assets	<u>\$ 3,232,156</u>	<u>\$ 711,201</u>	<u>\$ 911,549</u>	<u>\$ 497,137</u>	<u>\$ 5,352,043</u>
Liabilities, deferred inflows of resources, and fund balances					
Liabilities					
Accounts payable	\$ 92,995	\$ 63,581	\$ 11,383	\$ 6,861	\$ 174,820
Accrued liabilities	114,376			4,623	118,999
Deferred revenue	79,966			11,209	91,175
Due to other funds	291,195				291,195
Advance from other funds		41,166			41,166
Deposits	73,426				73,426
Total liabilities	<u>651,958</u>	<u>104,747</u>	<u>11,383</u>	<u>22,693</u>	<u>790,781</u>
Deferred inflows of resources					
Unavailable revenue	58,882				58,882
Unearned revenue	230,287				230,287
	<u>289,169</u>				<u>289,169</u>
Fund balances					
Nonspendable:					
Inventories and prepaids	22,431	1,680			24,111
Advances to other funds	491,166				491,166
Restricted for:					
Debt service				170,052	170,052
Transportation				316,028	316,028
Infrastructure			911,081		911,081
Capital projects				16,593	16,593
Community improvement	10,000				10,000
Economic environment		604,774			604,774
Assigned to:					
Subsequent years expenditures	43,458				43,458
Unassigned	1,723,974		(10,915)	(28,229)	1,684,830
Total fund balances	<u>2,291,029</u>	<u>606,454</u>	<u>900,166</u>	<u>474,444</u>	<u>4,272,093</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 3,232,156</u>	<u>\$ 711,201</u>	<u>\$ 911,549</u>	<u>\$ 497,137</u>	<u>\$ 5,352,043</u>

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Reconciliation of the Balance Sheet – Governmental Funds
to the Statement of Net Position
Governmental Activities
September 30, 2019

Total fund balances - governmental funds \$ 4,272,093

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds:

Governmental capital assets	\$ 20,780,255	
Less accumulated depreciation	<u>(11,732,004)</u>	9,048,251

Revenue is recognized when earned in the government-wide statements, regardless of activity. Governmental funds report based on modified accrual, i.e., both measurable and available

Current year grant revenues	58,882
-----------------------------	--------

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the governmental funds.

Accrued interest payable on long-term debt	(27,801)	
Compensated absences	(204,063)	
Other post employment benefits	(95,543)	
Net pension liability	(200,594)	
Capital lease payable	(1,494,679)	
Loans payable	<u>(2,136,041)</u>	(4,158,721)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the governmental funds:

Pension related deferred inflows	(7,348)
----------------------------------	---------

Internal service funds are used by management to charge costs of certain activities to individual funds. The assets and liabilities of internal service funds are included in governmental activities in the statement of net position.

89,314

Net position of governmental activities

\$ 9,302,471

See notes to the financial statements.

TOWN OF LAKE PARK
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended September 30, 2019

	<u>Major Governmental Funds</u>				Total Governmental Funds
	<u>General</u>	<u>CRA Fund</u>	<u>Special Projects Fund</u>	<u>Nonmajor Governmental Funds</u>	
Revenues					
Taxes	\$ 5,114,201	\$	\$ 644,946	\$ 1,896	\$ 5,761,043
Licenses and permits	761,108				761,108
Intergovernmental	1,351,658	351,385	132,623	403,995	2,239,661
Charges for services	437,528				437,528
Fines and forfeitures	220,336				220,336
Miscellaneous	391,956	78	31,530		423,564
Total revenues	<u>8,276,787</u>	<u>351,463</u>	<u>809,099</u>	<u>405,891</u>	<u>9,843,240</u>
Expenditures					
Current					
General government	1,983,700	437,665	3,517		2,424,882
Public safety	3,872,115				3,872,115
Physical environment	364,034				364,034
Transportation	249,924			278,784	528,708
Culture and recreation	1,018,902	1,050			1,019,952
Capital outlay	184,115	10,546	2,004,986	48,029	2,247,676
Debt service					
Principal	286,450				286,450
Interest charges	92,701				92,701
Grants and aids		125,707			125,707
Total expenditures	<u>8,051,941</u>	<u>574,968</u>	<u>2,008,503</u>	<u>326,813</u>	<u>10,962,225</u>
Excess (deficiency) of revenues over (under) expenditures	<u>224,846</u>	<u>(223,505)</u>	<u>(1,199,404)</u>	<u>79,078</u>	<u>(1,118,985)</u>
Other financing sources (uses)					
Debt proceeds			1,494,679		1,494,679
Transfers in	611,232	647,102			1,258,334
Transfer out	(647,102)	(192,732)		(93,500)	(933,334)
Total other financing sources (uses)	<u>(35,870)</u>	<u>454,370</u>	<u>1,494,679</u>	<u>(93,500)</u>	<u>1,819,679</u>
Net change in fund balances	188,976	230,865	295,275	(14,422)	700,694
Fund balances					
Beginning of year	2,102,053	375,589	604,891	488,866	3,571,399
End of year	<u>\$ 2,291,029</u>	<u>\$ 606,454</u>	<u>\$ 900,166</u>	<u>\$ 474,444</u>	<u>\$ 4,272,093</u>

See notes to the financial statements.

TOWN OF LAKE PARK
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund
Balances of the Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2019

Net change in fund balances - total governmental funds	\$	700,694
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives		
Expenditures for capital assets	\$ 2,216,295	
Less: current year depreciation	<u>(541,524)</u>	1,674,771
Governmental funds report revenues when earned and available. However, in the Statement of Activities, revenues are recognized when earned, regardless of availability.		
Current year grants	58,882	
Prior year grants	<u>(162,602)</u>	(103,720)
The repayment (issuance) of long-term debt consumes (provides) the current financial resources of governmental funds. However, these transactions do not have any effect on net position of the governmental activities.		
Proceeds from term debt:		
Capital lease proceeds	(1,494,679)	
Long term debt repayments:		
Loans payable	<u>286,450</u>	(1,208,229)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in compensated absences	(25,994)	
Change in other post employment benefits	(8,823)	
Change in net pension liability and related deferred amounts	176,731	
Change in accrued interest	<u>(27,801)</u>	114,113
Internal service funds are used by management to charge the costs of certain activities to individual funds.		
Net income allocable to governmental activities		<u>5,166</u>
Change in net position of governmental activities	\$	<u><u>1,182,795</u></u>

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Statement of Net Position
Proprietary Funds
September 30, 2019

	Marina Fund	Sanitation Fund	Stormwater Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
Assets					
Current assets					
Pooled cash and cash equivalents	\$ 519,311	\$ 533,748	\$ 379,153	\$ 1,432,212	\$ 241,066
Accounts receivable, net	7,695	109,142	4,772	121,609	
Due from other governments	3,152	3,935	90,274	97,361	
Prepaid items	23,956			23,956	
Inventory	20,337			20,337	
Total current assets	<u>574,451</u>	<u>646,825</u>	<u>474,199</u>	<u>1,695,475</u>	<u>241,066</u>
Noncurrent assets					
Capital assets not being depreciated	2,428,175	64,157	675,492	3,167,824	
Capital assets net of accumulated depreciation	4,164,144	1,227,850	608,810	6,000,804	
Total noncurrent assets	<u>6,592,319</u>	<u>1,292,007</u>	<u>1,284,302</u>	<u>9,168,628</u>	
Total assets	<u>7,166,770</u>	<u>1,938,832</u>	<u>1,758,501</u>	<u>10,864,103</u>	<u>241,066</u>
Liabilities					
Current liabilities					
Accounts payable	46,679	23,789	95,450	165,918	33
Accrued liabilities	14,578	16,431	4,989	35,998	
Deferred revenue	11,385			11,385	
Due to other funds	262,825		16,664	279,489	
Deposits payable - slip rentals	7,650			7,650	
Accrued interest payable		7,960		7,960	1,666
Compensated absences payable, current portion	2,234	3,909	1,211	7,354	
Bonds payable, current maturities	226,870	304,096		530,966	33,334
Total current liabilities	<u>572,221</u>	<u>356,185</u>	<u>118,314</u>	<u>1,046,720</u>	<u>35,033</u>
Long-term liabilities					
Compensated absences payable, less current portion	8,938	15,635	4,846	29,419	
Other post-employment benefits	5,148	24,731	7,403	37,282	
Advance from other funds	450,000			450,000	
Bonds payable, net of unamortized premium and current maturities	3,457,309	366,854		3,824,163	
Total long-term liabilities	<u>3,921,395</u>	<u>407,220</u>	<u>12,249</u>	<u>4,340,864</u>	
Total liabilities	<u>4,493,616</u>	<u>763,405</u>	<u>130,563</u>	<u>5,387,584</u>	<u>35,033</u>
Deferred inflows of resources					
Deferred gain on bond refunding, net	73,254			73,254	
Net position					
Net investment in capital assets	2,908,140	621,057	1,284,302	4,813,499	
Unrestricted	(308,240)	554,370	343,636	589,766	206,033
Total net position	<u>\$ 2,599,900</u>	<u>\$ 1,175,427</u>	<u>\$ 1,627,938</u>	<u>5,403,265</u>	<u>\$ 206,033</u>
Adjustment to reflect consolidation of internal service fund activities				116,719	
Net position of business-type activities				<u>\$ 5,519,984</u>	

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
For the Year Ended September 30, 2019

	<u>Marina Fund</u>	<u>Sanitation Fund</u>	<u>Stormwater Fund</u>	<u>Total Enterprise Funds</u>	<u>Governmental Activities Internal Service Fund</u>
Operating revenue					
Charges for services	\$ 1,584,076	\$ 1,765,256	\$ 769,833	\$ 4,119,165	\$ 197,137
Miscellaneous		3,296		3,296	
Total operating revenues	<u>1,584,076</u>	<u>1,768,552</u>	<u>769,833</u>	<u>4,122,461</u>	<u>197,137</u>
Operating expenses					
Personal services	297,891	548,761	216,172	1,062,824	34,015
Operating expenses	933,474	769,417	287,421	1,990,312	150,662
Depreciation	536,789	95,983	72,340	705,112	
Total operating expenses	<u>1,768,154</u>	<u>1,414,161</u>	<u>575,933</u>	<u>3,758,248</u>	<u>184,677</u>
Operating income (loss)	<u>(184,078)</u>	<u>354,391</u>	<u>193,900</u>	<u>364,213</u>	<u>12,460</u>
Nonoperating revenues (expenses)					
Interest revenue		10,056	1,597	11,653	
Interest expense	(120,702)	(10,404)		(131,106)	(1,667)
Operating grant	23,003	43,919	9,454	76,376	
Total nonoperating revenues (expenses)	<u>(97,699)</u>	<u>43,571</u>	<u>11,051</u>	<u>(43,077)</u>	<u>(1,667)</u>
Income (loss) before transfers	<u>(281,777)</u>	<u>397,962</u>	<u>204,951</u>	<u>321,136</u>	<u>10,793</u>
Capital contributions			288,999	288,999	
Transfers					
Transfers out	(15,000)	(250,000)	(60,000)	(325,000)	
Change in net position	(296,777)	147,962	433,950	285,135	10,793
Net position - beginning of year	<u>2,896,677</u>	<u>1,027,465</u>	<u>1,193,988</u>	<u>5,118,130</u>	<u>195,240</u>
Net position - ending	<u>\$ 2,599,900</u>	<u>\$ 1,175,427</u>	<u>\$ 1,627,938</u>	<u>\$ 5,403,265</u>	<u>\$ 206,033</u>
Change in net position				\$ 285,135	
Adjustment to reflect consolidation of internal service fund activities				5,627	
Change in net position of business-type activities				<u>\$ 290,762</u>	

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Statement of Cash Flows
Proprietary Funds
For the Year Ended September 30, 2019

	Marina Fund	Sanitation Fund	Stormwater Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
Cash flows from operating activities:					
Cash received from customers	\$ 1,596,039	\$ 1,763,494	\$ 769,558	\$ 4,129,091	\$
Operating grants	43,112	98,908	9,454	151,474	
Cash paid to suppliers	(892,904)	(778,063)	(212,221)	(1,883,188)	(184,644)
Cash paid to employees	(295,127)	(550,635)	(216,160)	(1,061,922)	
Payments to other funds	(4,250)			(4,250)	
Payments from other funds			20,925	20,925	197,137
Net cash provided (used) by operating activities	<u>446,870</u>	<u>533,704</u>	<u>371,556</u>	<u>1,352,130</u>	<u>12,493</u>
Cash flows from noncapital financing activities:					
Principal repayments					(33,333)
Interest paid on debt					(3,334)
Transfers (out)	(15,000)	(250,000)	(60,000)	(325,000)	
Net cash provided (used) by noncapital financing activities	<u>(15,000)</u>	<u>(250,000)</u>	<u>(60,000)</u>	<u>(325,000)</u>	<u>(36,667)</u>
Cash flows from capital and related financing activities:					
Loan proceeds		567,487		567,487	
Capital contributions			217,779	217,779	
Acquisition and construction of capital assets		(567,487)	(625,021)	(1,192,508)	
Interest paid on debt	(130,908)	(5,332)		(136,240)	
Principal repayments on revenue bonds	(219,550)	(100,832)		(320,382)	
Net cash provided (used) by capital and related financing activities	<u>(350,458)</u>	<u>(106,164)</u>	<u>(407,242)</u>	<u>(863,864)</u>	
Cash flows from investing activities:					
Interest on investments		10,056	1,597	11,653	
Net cash provided (used) by investing activities		<u>10,056</u>	<u>1,597</u>	<u>11,653</u>	
Net increase (decrease) in cash and cash equivalents	81,412	187,596	(94,089)	174,919	(24,174)
Cash and cash equivalents at beginning of year	437,899	346,152	473,242	1,257,293	265,240
Cash and cash equivalents at end of year	<u>\$ 519,311</u>	<u>\$ 533,748</u>	<u>\$ 379,153</u>	<u>\$ 1,432,212</u>	<u>\$ 241,066</u>
Cash flows from operating activities:					
Operating income (loss)	\$ (184,078)	\$ 354,391	\$ 193,900	\$ 364,213	\$ 12,460
Adjustments to reconcile operating income to net cash provided by operating activities:					
Depreciation	536,789	95,983	72,340	705,112	
Operating grant	43,112	98,908	9,454	151,474	
Change in assets and liabilities:					
(Increase) decrease in accounts receivable	5,714	(5,058)	(275)	381	
(Increase) decrease in due from other governments					
(Increase) decrease in inventory	11,345			11,345	
(Increase) decrease in prepaid expenses					
Payments from(to) other funds	(4,250)		20,925	16,675	
Increase (decrease) in accounts payable	29,225	(8,646)	75,200	95,779	33
Increase (decrease) in accrued liabilities	12	(1,632)	77	(1,543)	
Increase (decrease) in deposits	(5,136)			(5,136)	
Increase (decrease) in deferred revenue	11,385			11,385	
Increase (decrease) in compensated absences	1,900	(1,958)	(844)	(902)	
Increase (decrease) in other post-employment benefits	852	1,716	779	3,347	
Total adjustments	630,948	179,313	177,656	987,917	33
Net cash provided (used) by operating activities	<u>\$ 446,870</u>	<u>\$ 533,704</u>	<u>\$ 371,556</u>	<u>\$ 1,352,130</u>	<u>\$ 12,493</u>
Noncash activities					
Amortization of premium on bonds	\$ (6,684)	\$	\$	\$ (6,684)	\$
Amortization of refunding gain on bonds	\$ (5,233)	\$	\$	\$ (5,233)	\$

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Statement of Fiduciary Net Position
Retired Police Officers' Pension Trust Fund
September 30, 2019

Assets	
Cash and cash equivalents	\$ 43,495
Investments:	
Equity exchange traded funds	739,896
Foreign equity exchange traded funds	118,617
Fixed income exchange traded funds	147,921
Real estate exchange traded funds	68,284
Global fixed income mutual funds	212,462
Prepaid retirement benefits	6,595
Total assets	<u>1,337,270</u>
Net position	
Held in trust for pension benefits	<u><u>\$ 1,337,270</u></u>

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
Statement of Changes in Fiduciary Net Position
Retired Police Officers Pension Trust Fund
For the Year Ended September 30, 2019

Additions	
Contributions	
Employer	\$ 44,708
Investment income	
Net increase fair value of investments	34,936
Interest and dividends	30,258
Total investment income	<u>65,194</u>
Less investment expenses	<u>(1,122)</u>
Net investment income	<u>64,072</u>
Total additions	108,780
Deductions	
Retirement benefits	132,388
Administrative expenses	32,329
Total deductions	<u>164,717</u>
Change in net position	(55,937)
Net position held in trust for pension benefits	
Net position - beginning of year	<u>1,393,207</u>
Net position - end of year	<u><u>\$ 1,337,270</u></u>

See notes to the financial statements.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Town of Lake Park, Florida (the “Town”) was incorporated in 1923. The Town’s Charter was approved by the Laws of Florida, Chapter 61-2375. The Town is governed by an elected Mayor and Town Commission which appoints a Town Manager. The Town provides the following services: public safety, recreation, sanitation, streets and roads, planning and zoning, and general administrative services.

As required by generally accepted accounting principles, these financial statements include the Town (the primary government) and its component units. Component units are legally separate entities for which the Town is financially accountable. The Town is financially accountable if:

- it appoints a voting majority of the organization’s governing board and (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Town or
- the organization is fiscally dependent on the Town and (1) there is a potential for the organization to provide specific financial benefits to the Town or (2) impose specific financial burdens on the Town.

Organizations for which the Town is not financially accountable are also included when doing so is necessary in order to prevent the Town’s financial statements from being misleading.

Based upon application of the above criteria, the Town of Lake Park has determined that there are two legally separate entities to consider as potential component units. The Town of Lake Park Retired Police Officers’ Pension Fund is a component unit as it is fiscally dependent on and imposes a specific financial burden on the Town. It is reported in the Town’s financial statements as a pension trust fund.

Lake Park Community Redevelopment Agency (the “CRA”) is a dependent special district established by the Town of Lake Park, Florida, under authority granted by Florida Statute 163, Section III. The CRA is included in the Town’s financial reporting entity as a blended component unit reported as a governmental (special revenue) fund, the *Community Redevelopment Fund*. The CRA is a legally separate entity and the governing body of the CRA consists of the Town Commission and the Town handles the management and administration of the CRA’s financial matters. Separate financial statements for the CRA are not prepared.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Town. As a general rule, the effect of interfund activities has been removed from these statements. An exception to this rule is that interfund services provided and used are not eliminated. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and the major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements and proprietary fund financial statements are reported using the accrual basis of accounting and the economic resources measurement focus. Fiduciary funds use the accrual basis of accounting and the economic resources measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenue is considered to be available when it is collectible within the current period or soon enough thereafter to pay liabilities of the current period. The Town considers revenue to be available if it is collected within ninety days of the end of the current fiscal year, except for property taxes, for which the period is 60 days.

Unearned revenue consists primarily of grant funds and occupational licenses and other fees collected in advance of the year to which they relate.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Expenditures are generally recognized in the accounting period in which the fund liability is incurred. Property taxes, intergovernmental revenue, franchise fees, charges for services and investment income are all considered susceptible to accrual and so have been recognized as revenue in the current fiscal year. All other revenue items are considered to be measurable and available only when received in cash by the Town. Debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The Town reports the following major governmental funds:

General Fund

The General Fund is the primary operating fund and is used to account for all financial resources applicable to the general operations of the Town except those required to be accounted for in another fund.

CRA Fund

The CRA fund is a special revenue fund and is used to account for all financial resources applicable to the promotion of the physical and economic development of certain areas in the Town of Lake Park and is funded from incremental tax revenues within the designated CRA area.

Special Projects Fund

The Special Projects Fund is a capital projects fund used to account for construction and renovation projects.

The Town reports the following major proprietary funds:

Marina Fund

This enterprise fund accounts for the operations of the Town's municipal marina, which are financed primarily by user charges.

Sanitation Fund

This enterprise fund accounts for the operations of the Town's garbage and trash collection services, which are financed primarily by user charges.

Stormwater Utility Fund

The Stormwater Utility Fund is used to account for the charges and related expenses for the Town's stormwater drainage system.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Additionally, the Town reports the following non-major funds:

Special Revenue Fund

The special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Town has one non-major special revenue fund: the Streets and Roads Fund.

Debt Service Fund

This fund is used to account for resources accumulated and payments made for principal and interest of the Town's general obligation bonds which are payable from ad valorem taxes.

Capital Projects Fund

The Capital Projects Bond Fund is used to account for construction and renovation projects funded with debt proceeds.

Internal Service Fund

Internal service funds account for operations that provide services to other departments on a cost reimbursement basis. The Insurance Fund accounts for the Town's general liability and workers' compensation insurance plans.

Fiduciary Fund

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments, or on behalf of other funds within the government; pension trust funds are held under the terms of a formal trust agreement. The fiduciary fund of the Town includes:

Retired Police Officers' Pension Fund - This fund was established in 2004 to receive and invest Town contributions in a defined benefit pension plan and to disburse these monies to Police retirees in accordance with the Pension Plan Ordinance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's enterprise funds and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's marina and sanitation enterprise funds are charges to customers for sales and services. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity

Cash and Cash Equivalents

All short-term investments that are highly liquid are considered to be cash equivalents. Cash equivalents are readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

Investments

Investments are reported at fair value as required by generally accepted accounting principles. The fair value of an investment is the amount that the Town could reasonably expect to receive for it in a current sale between a willing buyer and a willing seller, other than in a forced or liquidation sale. The Town categorizes investments reported at fair value in accordance with the fair value hierarchy established by GASB Statement No. 72, Fair Value Measurement and Application. Investments in “Florida PRIME” of the Local Government Surplus Funds Trust are reported as cash and cash equivalents.

Accounts Receivable

Accounts receivable represent amounts due from local businesses for franchise taxes, utility taxes, delinquent property taxes and other charges in the General Fund, and solid waste disposal fees and marina slip rentals in the Enterprise Funds. The Town does not require collateral for accounts receivable. Accounts receivable are net of allowances for uncollectible accounts determined based on the age of the individual receivable, with age categories ranging from 30 days past due to several years past due. Generally, the allowance includes accounts over 90 days past due. Accounts receivable are written off on an individual basis in the year the Town deems them uncollectible.

Interfund Transactions

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans). All other outstanding balances between funds are reported as “advance to/advance from other funds.” Any residual balance outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

Transfers and interfund balances totally within governmental activities and those that are totally within business-type activities are eliminated and not presented in the government wide financial statements. Transfers and balances between governmental and business-type activities are presented in the government-wide financial statements.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity (Continued)

Inventories

Inventories are valued at cost determined on a first-in, first-out basis. Inventories in the General Fund consist of expendable supplies held for consumption. Inventories in the Marina Fund consist of goods for sale to the public. The initial cost is recorded as an asset at the time the individual inventory items are purchased and are charged against operations in the period when used.

Prepaid Items/Expenses

Expenditures/expenses for insurance premiums and other administrative costs extending over more than one accounting period are accounted for as prepaid items and allocated between accounting periods. Prepaid items in governmental funds are accounted for using the consumption method.

Capital Assets and Depreciation

Capital assets, which include property, plant, infrastructure, and equipment, are reported in the applicable governmental or business-type activities column in the government-wide financial statements. The Town defines capital assets as assets with an initial individual cost of \$5,000 or more and an estimated life in excess of one year. In accordance with GASB Statement No. 34, the Town has elected not to record infrastructure assets purchased prior to October 1, 2003 in the accompanying financial statements.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are assets of the Town as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized as assets in the government-wide statement of net position. General capital assets are carried at historical cost. Where cost cannot be determined from the available records, estimated historical cost has been used to record the estimated value of the assets. Assets acquired by gifts or bequests are recorded at their fair value at the date of acquisition.

Capital assets of the enterprise funds are capitalized in the fund. The valuation basis for enterprise fund capital assets is the same as those used for general capital assets. Additionally, net interest cost is capitalized on enterprise fund projects during the construction period.

Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity (Continued)

Capital Assets and Depreciation (Continued)

Depreciation has been provided over the estimated useful lives using the straight-line method of depreciation. The estimated lives for each major class of depreciable fixed assets are as follows:

Buildings and infrastructure	30-50 years
Building improvements	7- 50 years
Equipment and vehicles	5 years
Docks and channels	20 years

Compensated Absences

Unused compensated absences are payable upon separation from service. Vacation is accrued as a liability when the employee earns benefits. This means that the employee has rendered services that give rise to a vacation liability and it is probable that the Town will compensate the employee in some manner, e.g., in cash or paid time-off, now or upon termination or retirement. The Town uses the vesting method in accruing sick leave liability. Under the vesting method, the liability for vacation leave is accrued for employees who are eligible to receive termination payments upon separation. The Town's policy is to allow employees to accumulate vacation leave to a maximum of 480 hours. At the time of retirement or termination all vacation leave up to a maximum of 240 hours is payable at 100% to the employee. Except for liabilities incurred by employment terminations, such benefits are paid only when taken.

Compensated absences are accrued when incurred in the government-wide and proprietary financial statements. Benefits that were earned but not used during the current year were accrued at employees' pay rates in effect at September 30, 2019. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations or retirements. For the governmental funds, compensated absences are liquidated by the General Fund. The amount attributable to the business-type activities is charged to expense with a corresponding liability established in the government-wide financial statements as well as the Enterprise Fund.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity (Continued)

Deferred Outflows and Inflows of Resources

The statement of net position includes a separate section for deferred outflows of resources. This represents the usage of net position applicable to future periods and will not be recognized as expenditures until the future period to which it applies. Currently, the Town has no deferred outflows.

The statement of net position also includes a separate section, listed below total liabilities, for deferred inflows of resources. This represents the acquisition of net position applicable to future periods and will not be recognized as revenue until the future period to which it applies. The source of the unearned revenue is local business tax revenues collected prior to the date on the statement of net position which are unearned and will be recognized as an inflow of resources in the period that the amounts become available. The Town also has pension related deferred inflows, which are discussed in Note 11.

Unearned Revenue

The Town reports unearned revenue on its statements of net position and governmental funds balance sheet. Unearned revenue arises when resources are obtained prior to revenue recognition. In subsequent periods, when revenue recognition criteria are met the unearned revenue is removed and revenue is recognized.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Unamortized bond premiums are presented as an addition to bonds payable.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity (Continued)

Net Position

Net position is the residual of all other elements presented in a statement of net position. It is the difference between (a) assets plus deferred outflows of resources and (b) liabilities and deferred inflows of resources. Net position is displayed in following three components:

- Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
- Restricted net position – Consists of net position with constraints placed on the use either by: 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or 2) law through constitutional provisions of enabling legislation.
- Unrestricted net position – All other net position that do not meet the definition of “restricted” or “net investment in capital assets.”

When both restricted and unrestricted resources are available for use, it is the Town’s policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Equity

Fund balance is the difference between assets, liabilities and deferred inflows of resources reported in governmental funds. There are five components of fund balance:

- Nonspendable fund balance represents amounts that are not in spendable form or are legally or contractually required to be maintained intact.
- Restricted fund balance represents amounts that can be spent only for specific purposes stipulated by external providers (e.g. creditors, grantors, contributor, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance represents amounts that can be used only for the specific purposes pursuant to constraints imposed by Town Commission by the adoption of an ordinance, the Town’s highest level of decision-making authority. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by the adoption of an ordinance.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, and Net Position or Equity (Continued)

Fund Equity (Continued)

- Assigned fund balance includes spendable fund balance amounts that are intended to be used for specific purposes, that are neither considered restricted or committed. In accordance with the Town's fund balance policy, assignments can be made by the Town Commission or Town Manager.
- Unassigned fund balance is the residual fund balance classification for the general fund. It is also used to report negative fund balances in other governmental funds.

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it is the Town's policy to reduce restricted amounts first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it is the Town's policy to reduce committed amounts first, followed by assigned amounts, and then unassigned amounts.

Use of Estimates

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred inflows and deferred outflows, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the period reported. These estimates include the collectibility of accounts receivable, the use and recoverability of inventory, the useful lives and impairment of tangible assets, and the realization of net pension assets, among others. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from those estimates.

Statement of Cash Flows

For purposes of the statement of cash flows, the Town considers all short-term investments that are highly liquid to be cash equivalents. Cash equivalents are readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Data

Formal budgetary integration is employed as a management control device during the year for the General Fund and the enterprise funds. All budgets are legally enacted. The annual appropriated budget for the General Fund is adopted on a basis consistent with generally accepted accounting principles. Except for budgeting capital expenditures and not budgeting for depreciation, the annual appropriated budgets for the enterprise funds are adopted on a basis consistent with generally accepted accounting principles. For budgeting purposes, current year encumbrances are not treated as expenditures. The other funds with legally adopted budgets include the Community Redevelopment Fund, Streets and Roads Funds, Debt Service Fund, Insurance Fund, Marina Fund, and Sanitation fund.

The procedures for establishing budgetary data are as follows:

- Prior to September 1st, the Town Manager submits a proposed operating budget to the Town Commission for the next fiscal year commencing the following October 1st. The proposed budget includes expenditures and the means of financing them.
- Public hearings are conducted at the Town Hall to obtain taxpayer comments.
- The Town advises the Palm Beach County Tax Collector's office of the proposed millage rate, the rolled back millage rate and the day, time and place of the public hearing for budget acceptance.
- A public hearing is held to obtain taxpayer input and to adopt the final budget and millage rate.
- Upon completion of the public hearings and prior to October 1st, a final operating budget and related millage rates are legally enacted through the passage of an ordinance. Estimated beginning fund balances are considered in the budgetary process. Effective for fiscal year ending September 30, 2019, a final operating budget and related millage rates are legally enacted through the passage of a resolution.
- Changes or amendments to the total budgeted expenditures of the Town must be approved by the Town Commission. Accordingly, the legal level of control is at the fund level.
- All unencumbered balances lapse on September 30th.

Budgeted amounts are as originally adopted, or as amended by appropriate action. During the year several supplementary appropriations were necessary.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 2 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (Continued)

A. Budgetary Data (Continued)

Encumbrance accounting is employed in governmental funds. Encumbrances (e.g. purchase orders, contracts) outstanding at year end are reported as restricted, committed or assigned fund balance and do not constitute expenditures or liabilities because the commitments will be re-appropriated and honored during the subsequent year. Outstanding encumbrances at year end were \$43,458 for the general fund and \$182,824 for the special projects fund.

B. Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue for review to determine if the assessment rolls meet all of the appropriate requirements of State law. The laws of the State regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills for operating purposes. The tax rate for the Palm Beach County Fire/Rescue Municipal Service Taxing Unit (MSTU) is included in the 10 mills.

The tax levy of the Town is established by the Town Commission prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the Town's millage into the total tax levy, which includes the County, County School Board, and special district tax requirements. The millage rate assessed by the Town for the year ended September 30, 2019, was 5.3474 (\$5.3474 for each \$1,000 of assessed valuation).

Taxes may be paid, less a 4% discount, in November or at declining discounts each month through the month of February. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property.

After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. The certificate holder may make application for a tax deed on any unredeemed tax certificate after a period of two years. The County holds unsold certificates. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations. At September 30, 2019, unpaid delinquent taxes are not material and have not been recorded by the Town.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 3 – DEPOSITS AND INVESTMENTS

Deposits

As of September 30, 2019, the carrying amount of deposits (including fiduciary funds) was \$564,357 and the bank balances were \$623,741. The Town also had \$715 of petty cash. In addition to insurance provided by the Federal Depository Insurance Corporation, deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, *Florida Security for Public Deposits Act*, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or other banking institution eligible collateral. In the event of failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. The Town's deposits at year end are considered insured for custodial credit risk purposes.

The Town maintains a pooled account for cash and cash equivalents that is available for use by all funds. Each fund's portion of the pooled account is displayed on the financial statements as "Pooled cash and cash equivalents". Interest income from pooled checking accounts is allocated back to the General Fund. Investment income from the pooled SBA accounts is allocated to the following funds based on each fund's relative equity in the pool: General, CRA, Debt Service, Capital Projects, and Sanitation.

Investments

In 2016, the Town implemented GASB Statement No. 72, Fair Value Measurement and Application issued in February 2015. The Town categorizes its investments according to the fair value hierarchy established by this Statement. The hierarchy is based on valuation inputs used to measure the fair value of the asset as follows: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs to include quoted prices for similar assets in active and non-active markets; Level 3 inputs are significant unobservable inputs.

Exchange traded funds and mutual funds classified in Level 1 of the fair value hierarchy are valued based on prices quoted in active markets for those securities.

Exchange traded funds are commonly referred to as "ETF". ETFs are funds that trade like other publicly-traded securities and are designed to track an index. Similar to shares of an index mutual fund, each share of the fund represents a partial ownership in an underlying portfolio of securities intended to track a market index. Unlike shares of a mutual fund, which can be bought and redeemed from the issuing fund by all shareholders at a price based on NAV, only authorized participants may purchase or redeem shares directly from the fund at NAV. Also, unlike shares of a mutual fund, the shares of the fund are listed on a national securities exchange and trade in the secondary market at market prices that change throughout the day.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

The State Board of Administration (SBA) administers the Florida PRIME investment pool, which is governed by Chapter 19-7 of the Florida Administrative Code and Chapters 218 and 215 of the Florida Statutes. These rules provide guidance and establish the policies and general operating procedures for the administration of the Florida PRIME.

The investment in Florida PRIME is reported at amortized cost in accordance with GASB Statement No. 79, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools* (GASB 79) and is exempt from reporting under the fair value hierarchy of GASB 72. The investment in the Florida PRIME is not insured by FDIC or any other governmental agency. GASB 79 requires that if a participant has an investment in a qualifying external investment pool that measures for financial reporting purposes all of its investments at amortized cost, it should disclose the presence of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transaction amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates) in notes to the financial statements.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.”

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present no such disclosure has been made.

As of September 30, 2019, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

As of September 30, 2019, the Town held the following investments:

	<u>Weighted Average Maturity</u>	<u>Fair Value</u>	<u>Fair Value Measurement Level 1</u>
<i>Fiduciary Fund</i>			
Global Fixed Income Mutual Funds	N/A	\$ 212,462	\$ 212,462
Equity ETF	N/A	739,896	739,896
Foreign Equity ETF	N/A	118,617	118,617
Fixed Income ETF	N/A	147,921	147,921
Real Estate ETF	N/A	68,284	68,284
		<u>1,287,180</u>	<u>\$ 1,287,180</u>
Investments Reported at Amortized Cost:			
<i>Governmental and Proprietary Funds</i>			
Florida PRIME	37 Days	<u>4,890,766</u>	
Total Investments		<u>\$ 6,177,946</u>	

Interest rate risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the time to maturity, the greater the exposure to interest rate risks. The Town limits its exposure to fair value losses resulting from rising interest rates by structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools unless it is anticipated that long-term securities can be held to maturity without jeopardizing the liquidity requirements. The Retirement Funds do not have a formal investment policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Credit risk – For an investment, credit risk is the risk that an issuer or other counter party to an investment will not fulfill their obligations. The Town’s investment policies limit its investments to high quality investments to control credit risk. At September 30, 2019, Florida PRIME was rated AAA(m) by Standard and Poor's Ratings Services.

Custodial credit risk – For an investment, custodial credit is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments that are in the possession of an outside party. At September 30, 2019, all investments were insured or collateralized, except the Town’s pension fund, in which the underlying securities are held by counterparty, or by its trust department or agent but not in the Town’s name and is uninsured and unregistered. However, all securities are registered in the funds’ names.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Foreign Currency Risk – Investing in foreign markets may involve special risks and considerations not typically associated with investing in companies in the United States of America. These risks include revaluation of currencies, high rates of inflation, repatriation restrictions on income and capital, and future adverse political, social, and economic developments. Moreover, securities of foreign governments may be less liquid, subject to delayed settlements, taxation on realized or unrealized gains, and their prices are more volatile than those of comparable securities in U.S. companies.

The Town is authorized to invest its funds as follows:

1. Interest-bearing checking or savings accounts in qualified public depositories, as defined in Chapter 280, Florida Statutes;
2. Interest-bearing time deposits in qualified public depositories, as defined in Chapter 280, Florida Statutes;
3. The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Chapter 163, Florida Statutes;
4. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
5. Direct obligations of the United States Treasury;
6. Federal agencies and instrumentalities;
7. Securities of, or interest in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. sections 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;
8. Other investments authorized by law or by ordinance by the Town.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Investments of the Retired Police Officers Retirement Fund can consist of the following:

1. A qualified public depository as defined in Section 280, Florida Statutes.
2. Obligations issued by the United States Government or obligations guaranteed as to principal and interest by the United States Government or by an agency of the United States Government.
3. Stocks, bonds or other evidence of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or the District of Columbia, provided that the corporation is listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market.
 - a. Investments in equities shall not exceed 70% of the Pension Fund's total assets at cost.
 - b. Not more than then (5) percent of the Pension Fund's assets shall be invested in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed (5) percent of the outstanding capital stock of that company.
 - c. Not more than five (5) percent of the Fund's fixed income portfolio (at cost) shall be invested in the securities of any single corporate issuer. This limitation does not include issues of any U.S. government agency.
 - d. Bonds and other evidences of indebtedness not rated in one of the four highest classifications by a major rating service shall not exceed 5% of the Pension Fund's total assets at cost.
4. Foreign securities provided they do not exceed 20% of the Pension Fund's assets at cost.
5. Real estate through a security listed on one or more of the recognized national exchanges or other unit investment trust with shares redeemable on demand provided they do not exceed 10% of the Pension Fund's assets at cost.
6. Commingled stock, bond, real estate or money market funds whose investments are restricted to securities meeting the above criteria.

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 3 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

A reconciliation of deposits and investments as shown on the statement of net position and statement of fiduciary net position for the Town is as follows:

By Category:

Deposits	\$ 564,357
Petty cash	715
Investments	6,177,946
Total deposits and investments	<u>\$ 6,743,018</u>

Presented in the statement of net position

Governmental activities	
Cash and cash equivalents	\$ 3,980,131
Business-type activities	
Cash and cash equivalents	1,432,212
Total statements of net position	<u>5,412,343</u>

Presented in the statement of fiduciary net position

Pension trust funds	
Cash and cash equivalents	43,495
Investments	1,287,180
Total fiduciary funds	<u>1,330,675</u>
Total deposits and investments	<u>\$ 6,743,018</u>

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 4 – NOTES RECEIVABLES AND GRANT COMMITMENTS

The CRA has a program to give grants and low interest loans for business development and façade improvements. The loans bear interest at 2% and are payable monthly for terms of five to ten years. The grants are to be repaid if the business is sold within five years and one fifth of the grant is forgiven each year. Both the loans and grants are secured by a lien on the improvements and/or the property of the business. At September 30, 2019, there were \$917 of loans outstanding which are recorded as notes receivable and all of the grants have been forgiven.

On December 20, 2017, the CRA awarded a \$400,000 grant over 5 years to a business to relocate within the CRA. In the current fiscal year \$100,707 was paid leaving a remaining commitment of \$229,050.

NOTE 5 – ACCOUNTS RECEIVABLES

Receivables at September 30, 2019, were as follows:

	<u>General Fund</u>	<u>Marina Fund</u>	<u>Sanitation Fund</u>	<u>Stormwater Fund</u>
Accounts receivable	\$ 78,077	\$ 8,175	\$ 115,608	\$ 4,772
Accrued receivables	<u>219,318</u>			
Total receivables	<u>297,395</u>	<u>8,175</u>	<u>115,608</u>	<u>4,772</u>
Less: allowance for uncollectible accounts	<u>(5,375)</u>	<u>(480)</u>	<u>(6,466)</u>	
Accounts receivable, net	<u><u>\$ 292,020</u></u>	<u><u>\$ 7,695</u></u>	<u><u>\$ 109,142</u></u>	<u><u>\$ 4,772</u></u>

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 6 – CAPITAL ASSETS

Capital Assets activity for the year ended September 30, 2019, was as follows:

Primary Government

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 2,691,891	\$	\$	\$ 2,691,891
Construction in progress	438,062	1,657,797	(438,062)	1,657,797
Capital assets being depreciated:				
Buildings	7,972,225			7,972,225
Improvements	5,625,432	531,677		6,157,109
Machinery and equipment	<u>2,155,430</u>	<u>464,883</u>	<u>(319,080)</u>	<u>2,301,233</u>
Total at historical cost:	18,883,040	2,654,357	(757,142)	20,780,255
Less accumulated depreciation for:				
Buildings	(5,500,907)	(192,786)		(5,693,693)
Improvements	(4,050,176)	(266,434)		(4,316,610)
Machinery and equipment	<u>(1,958,477)</u>	<u>(82,304)</u>	<u>319,080</u>	<u>(1,721,701)</u>
Total accumulated depreciation	<u>(11,509,560)</u>	<u>(541,524)</u>	<u>319,080</u>	<u>(11,732,004)</u>
Governmental activities capital assets, net	<u>\$ 7,373,480</u>	<u>\$2,112,833</u>	<u>\$ (438,062)</u>	<u>\$ 9,048,251</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:

General government	\$ 313,706
Public safety	18,768
Physical environment	2,772
Transportation	94,528
Culture and recreation	<u>111,750</u>

Total depreciation expense governmental activities \$ 541,524

Construction Commitments

- \$43,458 for repairs to the mirror ballroom
- \$151,124 for improvements to license plate recognition system

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 6 – CAPITAL ASSETS (Continued)

The capital asset activity of business-type activities for the year ended September 30, 2019, was as follows:

Business-type activities:	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated:				
Land	\$ 2,492,332	\$	\$	\$ 2,492,332
Construction in progress	417,588	273,999	(16,095)	675,492
Capital assets being depreciated:				
Improvements	11,366,424	263,212		11,629,636
Machinery and equipment	3,277,589	671,392	(387,545)	3,561,436
Total at historical cost:	<u>17,553,933</u>	<u>1,208,603</u>	<u>(403,640)</u>	<u>18,358,896</u>
Less accumulated depreciation for:				
Improvements	(6,366,228)	(581,926)		(6,948,154)
Machinery and equipment	(2,506,473)	(123,186)	387,545	(2,242,114)
Total accumulated depreciation	<u>(8,872,701)</u>	<u>(705,112)</u>	<u>387,545</u>	<u>(9,190,268)</u>
Business-type activities capital assets, net	<u>\$8,681,232</u>	<u>\$ 503,491</u>	<u>\$ (16,095)</u>	<u>\$9,168,628</u>

NOTE 7 – LONG-TERM LIABILITIES

Long-term liability activity for the year ended September 30, 2019, was as follows:

	Balance October 1, 2018	Additions	Reductions	Balance September 30, 2019	Amount due within one year
<u>Governmental activities:</u>					
Bonds and loans payable	\$ 2,422,491	\$	\$ (286,450)	\$ 2,136,041	\$ 298,080
Capital lease		1,494,679		1,494,679	63,622
Net pension liability (1)	348,937		(148,343)	200,594	
OPEB (see note 12)	86,720	8,823		95,543	
Compensated absences payable	178,069	237,716	(211,722)	204,063	40,813
Claims and settlements	66,667		(33,333)	33,334	33,334
Total	<u>\$ 3,102,884</u>	<u>\$ 1,741,218</u>	<u>\$ (679,848)</u>	<u>\$ 4,164,254</u>	<u>\$ 435,849</u>

(1) See note 11.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 7 – LONG-TERM LIABILITIES (Continued)

	Balance October 1, 2018	Additions	Reductions	Balance September 30, 2019	Amount due within one year
<u>Business-type activities:</u>					
Loans payable	\$ 4,014,448	\$ 567,487	\$ (320,382)	\$ 4,261,553	\$ 530,966
OPEB (see note 12)	33,935	3,347		37,282	
Compensated absences payable	<u>37,673</u>	<u>53,598</u>	<u>(54,498)</u>	<u>36,773</u>	<u>7,354</u>
Total	<u>\$ 4,086,056</u>	<u>\$ 624,432</u>	<u>\$ (374,880)</u>	4,335,608	<u>\$ 538,320</u>
Unamortized premium				<u>93,576</u>	
				<u>\$ 4,429,184</u>	

Compensated absences and OPEB liabilities for governmental activities are generally liquidated by the General Fund and by the Marina Fund, Sanitation Fund, and Stormwater Fund for business-type activities.

Claims and Settlements: On December 8, 2017, the Town entered into a settlement with RG Towers over the placement of a cell tower on Town property. The amount of the settlement was \$100,000 payable over three years at 5% interest. The liability is recorded in the Insurance Internal Service fund. The required payments are as follows:

Year Ending September 30	Principal	Interest	Total Amount
<u>2020</u>	<u>\$ 33,334</u>	<u>\$ 1,666</u>	<u>\$ 35,000</u>

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Capital Lease

The Town entered into a lease agreement for financing the installation and renewal of facility infrastructure with a purchase price of \$1,494,679 On March 28, 2019. The lease qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of the future minimum lease payments as of the inception date. There are 18 annual payments required beginning January 1, 2020 with the final payment on January 1, 2037. At September 30, 2019, the net book value of the equipment was \$1,494,679.

The future minimum lease obligations as of September 30, 2019, are as follows:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2020	\$ 63,622	\$ 41,702	\$ 105,324
2021	54,044	52,234	106,278
2022	56,999	50,261	107,260
2023	60,094	48,180	108,274
2024	63,331	45,987	109,318
2025-2029	370,656	192,704	563,360
2030-2034	476,912	117,646	594,558
2025-2027	349,021	26,010	375,031
Total	<u>\$ 1,494,679</u>	<u>\$ 574,724</u>	<u>\$ 2,069,403</u>

Revenue Bonds, Series 2016

These bonds were issued September 29, 2016 in the amount of \$3,660,000 to advance refund the Series 2003A Florida Municipal Loan Council Revenue Bonds. The refunded note had an outstanding principal of \$3,575,000 at the refunding date and was called on November 1, 2016. The refunded note was issued in 2003 in the amount of \$4,810,000 for the construction of improvements at the Town's marina. The 2016 Bonds mature serially on October 1 of each year through October 1, 2033 with interest payable semiannually at rates ranging from 2% to 5%. The loan is secured by a covenant to appropriate in the annual budget the amount of non-ad valorem revenues to satisfy repayment. and is not an obligation of the Florida Municipal Loan Council, the State of Florida, or any political subdivision

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Revenue Bonds, Series 2016 (Continued)

The debt service requirements and interest rates of the bonds at September 30, 2019, are as follows:

<u>Year Ending September 30</u>	<u>Interest Rate</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	3.00	\$ 185,000	\$ 97,213	\$ 282,213
2021	3.00	190,000	91,663	281,663
2022	4.00	200,000	85,962	285,962
2023	2.00	200,000	77,963	277,963
2024	2.00	210,000	73,962	283,962
2025	2.25	215,000	69,762	284,762
2026	2.25	220,000	64,925	284,925
2027	2.50	225,000	59,975	284,975
2028	3.00	225,000	54,350	279,350
2029	5.00	230,000	47,600	277,600
2030	5.00	245,000	36,100	281,100
2031	3.00	260,000	23,850	283,850
2032	3.00	265,000	16,050	281,050
2033	3.00	270,000	8,100	278,100
		<u>\$ 3,140,000</u>	<u>\$ 807,475</u>	<u>\$ 3,497,475</u>

Promissory Note, Series 2008A

On August 28, 2008, the Town executed a tax-exempt note in the principal amount of \$4,928,350 with the Bank of America. Loan proceeds are restricted to finance the settlement of the pension obligation to the Town of Lake Park Firefighters' Pension and for the construction of improvements in the marina. In addition, \$2,420,000 of the governmental loan proceeds were transferred to the CRA as a grant for the acquisition of property and for the construction of improvements within the Town's community redevelopment area in accordance with an interlocal agreement between the Town and the CRA executed on August 20, 2008. The agreement does not require the CRA to repay the grant from the Town; however, if the CRA makes a voluntary payment to the Town, the Town will use the payment to pay debt service on the note.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Promissory Note, Series 2008A: (Continued)

Non-ad valorem revenues of the Town secure the promissory note. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. The continued exclusion of interest on the Tax-Exempt Note from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Internal Revenue Code. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2028. The note bears an annual interest rate of 3.67%, which is subject to adjustment upon the occurrence of a Determination of Taxability.

Amounts currently outstanding on the note are as follows:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	\$ 1,684,022
Business-type activities	<u>296,328</u>
	<u>\$ 1,980,350</u>

Annual debt service requirements to maturity are as follows:

Governmental Activities:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2020	\$ 216,455	\$ 57,832	\$ 274,287
2021	224,399	49,742	274,141
2022	232,634	41,355	273,989
2023	241,172	32,661	273,833
2024	142,985	25,612	168,597
2025-2028	626,377	47,011	673,388
Total	<u>\$ 1,684,022</u>	<u>\$ 254,213</u>	<u>\$ 1,938,235</u>

Business-type Activities:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2020	\$ 28,382	\$ 10,354	\$ 38,736
2021	29,423	9,294	38,717
2022	30,503	8,194	38,697
2023	31,623	7,054	38,677
2024	32,783	5,872	38,655
2025-2028	143,614	10,780	154,394
Total	<u>\$ 296,328</u>	<u>\$ 51,548</u>	<u>\$ 347,876</u>

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Promissory Note, Series 2008B

On August 28, 2008, the Town executed a note in the principal amount of \$309,550 with the Bank of America to finance the construction of improvements in the marina and the purchase of recreation vehicles. Non-ad valorem revenues of the Town secure the promissory note. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2028. The note bears an annual interest rate of 6.78%.

Annual debt service requirements to maturity are as follows:

Business-type activities:

<u>Year Ending September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Amount</u>
2020	\$ 12,998	\$ 10,019	\$ 23,017
2021	13,879	9,108	22,987
2022	14,820	8,135	22,955
2023	15,825	7,096	22,921
2024	16,898	5,987	22,885
2025-2028	79,855	11,270	91,125
Total	<u>\$ 154,275</u>	<u>\$ 51,615</u>	<u>\$ 205,890</u>

Promissory Note, Series 2009

On August 7, 2009, the Town executed a note in the principal amount of \$1,475,000 with the Bank of America to finance land acquisition and improvements, the purchase of a sanitation truck, fuel tanks, parking meters, and make roof repairs. Non-ad valorem revenues of the Town secure the promissory note. The Town is required to meet certain minimum financial amounts, debt limitations and reporting requirements. Interest on the note is payable by the Town semi-annually on April 1 and October 1 and principal payments are due on April 1 with a final maturity date of April 1, 2024. The note bears an annual interest rate of 5.11%.

Amounts currently outstanding on the note are as follows:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	<u>\$ 452,020</u>

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Promissory Note, Series 2009 (Continued)

Annual debt service requirements to maturity are as follows:

Governmental Activities:

Year Ending September 30	Principal	Interest	Total Amount
2020	\$ 81,625	\$ 23,098	\$ 104,723
2021	85,795	18,927	104,722
2022	90,180	14,543	104,723
2023	94,789	9,935	104,724
2024	99,631	5,092	104,723
Total	<u>\$ 452,020</u>	<u>\$ 71,595</u>	<u>\$ 523,615</u>

Government Obligation Notes, Series 2016

On January 20, 2016, the Town executed two notes for the purchase of sanitation trucks. The notes are for \$255,629 and \$247,916. The Town is required to appropriate funds annually to pay the current amount due. Principal and interest on the notes is payable by the Town annually on February 15 with a final maturity date of February 15, 2020. The notes bear an annual interest rate of 2.61%.

Annual debt service requirements to maturity are as follows:

Year Ending September 30	Principal	Interest	Total Amount
2020	<u>\$ 103,464</u>	<u>\$ 2,700</u>	<u>\$ 106,164</u>

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Government Obligation Notes, Series 2019

On January 20, 2016, the Town executed two notes for the purchase of sanitation trucks. The notes are for \$290,422 and \$277,065. The Town is required to appropriate funds annually to pay the current amount due. The first note is payable in five annual payments of \$63,654 and the second is payable in two annual payments of \$143,476. Principal and interest on the notes is payable by the Town annually on October 15 with a final maturity date of October 15, 2023. The notes bear an annual interest rate of 4.214%.

Annual debt service requirements to maturity are as follows:

Year Ending September 30	Principal	Interest	Total Amount
2020	\$ 200,633	\$ 6,497	\$ 207,130
2021	190,924	16,206	207,130
2022	56,240	7,414	63,654
2023	58,610	5,044	63,654
2024	61,080	2,574	63,654
Total	<u>\$ 567,487</u>	<u>\$ 37,735</u>	<u>\$ 605,222</u>

Pledged Revenues

The Revenues Bonds Series 2016 and the Promissory Notes Series 2008A, 2008B and 2009 are all secured by the non-ad valorem revenues of the Town. The pledged revenues for the fiscal year ended September 30, 2019 were \$9,933,115 and the related debt service was \$720,644. Total principal and interest to maturity to be paid from pledged revenues is \$6,513,091.

Annual Maturities

The aggregate maturities for all long-term debt of the Town with scheduled maturities (excluding compensated absences and claims and settlements), are as follows:

Year Ending September 30	Principal	Interest	Total Amount
2020	\$ 925,512	\$ 251,081	\$ 1,176,593
2021	788,464	247,174	1,035,638
2022	681,376	215,864	897,240
2023	702,113	187,933	890,046
2024	626,708	165,087	791,795
2025-2029	2,335,504	558,376	2,893,880
2030-2034	1,516,912	201,746	1,718,658
2025-2037	349,019	26,012	375,031
Total	<u>\$ 7,925,608</u>	<u>\$ 1,853,273</u>	<u>\$ 9,778,881</u>

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 8 – LEASES

The Town is committed under various noncancelable operating leases, primarily for vehicles (principally in the General Fund). Future minimum operating lease commitments are as follows:

Year Ending September 30	
2020	\$ 116,973
2021	116,285
2022	113,504
2023	80,737
2024	12,775
Total	<u>\$ 440,274</u>

Payments were \$115,232 for the fiscal year ending September 30, 2019.

NOTE 9 – DEFERRED COMPENSATION PLAN ASSETS

Employees of the Town may participate in a deferred compensation plan adopted under the provisions of Internal Revenue Code Section 457 (Deferred Compensation Plans with Respect to Service for State and Local Governments).

The deferred compensation plan is available to all employees of the Town. Under the plan, employees may elect to defer a portion of their salaries and avoid paying taxes on the deferred portion until the withdrawal date. The deferred compensation amount is not available for withdrawal by employees until termination, retirement, death, or unforeseeable emergency. A third party administers the deferred compensation plan.

In 1999, the Town adopted GASB-32, *Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*. The Town modified its Deferred Compensation Plan to conform with the changes in the Internal Revenue Code brought about by the Small Business Job Protection Act of 1996 (the “Act”). The Act requires that eligible deferred compensation plans established and maintained by governmental employers be amended to provide that all assets of the plan be held in trust, or under one or more appropriate annuity contracts or custodial accounts, for the exclusive benefit of plan participants and their beneficiaries. As a result of this change, these plan assets are no longer property of the Town and will no longer be subject to the claims of the Town’s general creditors.

Because the Town has little administrative involvement and does not perform the investing function for funds in the Plan, the Town’s activities do not meet the criteria for inclusion in the fiduciary funds of a government.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 10 – DEFINED CONTRIBUTION PENSION PLAN

The General Employees Retirement Plan is a defined contribution pension plan established by the Town to provide benefits at retirement for all current employees. Defined contribution plans have terms that specify how contributions to an individual's account are to be determined rather than the amount of pension benefits the individual is to receive. In a defined contribution plan, the pension benefits a participant will receive depend only on the amount contributed to the participant's account, earnings on investments of these contributions, and forfeitures of other participants' benefits that will be allocated to the participant's account. The Town does not hold or administer resources of the Plan. Consequently, the Plan does not meet the requirements for inclusion in the Town's financial statements as a fiduciary fund. The Plan does not issue a stand-alone financial report. Plan provisions are established and may be amended only by the Town Commission.

The Town is required to contribute 7.5% of the plan members' annual compensation and match 50% of the employees' voluntary contributions under the deferred compensation plan, up to a maximum of 2.5% of participants' annual compensation. For the year ended September 30, 2019, the Town had pension expense of \$239,431, and there were forfeitures of \$3,189. The Town had \$9,326 of contributions payable at September 30, 2019.

Vesting of the Town's contributions in the 401(a) plan commences after two years of service, with 25% vesting in year two and 25% each year thereafter until fully vested after five years. If an employee terminates before becoming fully vested, forfeited amounts will be reallocated to accounts of remaining participants as an additional employer contribution. Year of service begins upon an eligible employee successfully completing one year of service and having reached age 18. A year of service is a computation period during which an employee is credited with at least 1,000 hours of service.

NOTE 11 – DEFINED BENEFIT PENSION PLAN

The Town administers one single employer defined benefit pension plan that covers no current Town employees. The Retired Police Officers' Pension Fund (RPOPF) covers certain police retirees. The plan was established by the Town and administered by a separate board of trustees. The Board of Trustees consist of five members, the Town Manager, the Town Finance Director, two plan participants and a Town Citizen appointed by the other four members. The plan does not issue stand-alone financial reports.

Basis of Accounting. All pension fund financial statements are prepared using the accrual basis of accounting. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan. The plan's fiduciary net position has been determined on the same basis used by the pension plan.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 11 – DEFINED BENEFIT PENSION PLAN (Continued)

Method Used to Value Investments. Plan investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates.

Administrative Expenses: Liability for future non-investment related expenses is the present value of the future anticipated expenses over 15 years based on expenses paid in the year preceding the valuation date.

Investments Concentrations. There were no investments representing concentrations of 5% or more of net plan assets in investments that are not issued or guaranteed by the U.S. government.

Effective October 1, 2001, the Palm Beach County Sheriff’s Office (PBSO) was contracted to provide police services for the Town. In connection with the transfer of Town police services to the PBSO, the active plan members of the plan were eligible for a lump sum payout. Effective November 20, 2002, the Town terminated the Municipal Police Officers’ Retirement Trust Fund and distributed lump sum payouts to the vested participants. On October 15, 2003, the Town established the Retired Police Officers’ Pension Fund for the retirees covered by the original plan and transferred substantially all remaining assets of the original plan to the new plan in April 2004.

The plan is a substituted trust established on October 1, 2003 by Town Ordinance No. 13-2003 to provide the retired members of the previous defined benefit pension plan with the monthly retirement benefits that were accrued under the prior plan. Accordingly, the Retired Police Officers’ Pension Fund covers only retirees and has no active plan members or employees of the Town that are eligible to participate and the provisions of the Retired Police Officers’ Pension Fund as established by Town ordinance, do not address any provisions related to vesting, eligibility for retirement, future retirement benefits, other benefits, or employee contributions. Administrative expenses are financed as part of the unfunded actuarial accrued liability.

The Town is required to contribute actuarially determined amounts sufficient to fund the plan. At October 1, 2018, the date of the latest actuarial valuation, the RPOPF included three service retirees, two disability retirees and one survivor receiving death benefits.

Asset Allocation. The plan’s adopted asset allocation policy as of September 30, 2019, is as follows:

<u>Asset Class</u>	<u>Target Allocation</u>
Equity	71%
Fixed Income	29
Cash	<u>0</u>
Total	<u>100%</u>

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 11 – DEFINED BENEFIT PENSION PLAN (Continued)

Rate of Return. For the year ended September 30, 2019, the annual money-weighted rate of return on Pension Plan investments, net of pension plan investment expense, was 4.78 percent adjusted for the changing amounts actually invested.

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation as of October 1, 2018 updated to September 30, 2019 using the following actuarial assumptions applied to the September 30, 2019, measurement period.

Inflation	2.0%
Salary increases	N/A
Investment rate of return	7.50%
Mortality	Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB. Male: RP2000 Generational, 10% Annuitant White Collar/90% Annuitant Blue Collar, Scale BB

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included the pension plan’s target asset allocation as of September 30, 2019, are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Equity	4.60%
Fixed Income	0.67%
Cash	0.00%

Discount Rate. The discount rate used to measure the total pension liability was 7.5 percent. The projection of cash flows used to determine the discount rates assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans’ fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 11 – DEFINED BENEFIT PENSION PLAN (Continued)

The components of the net pension liability of the Town at September 30, 2019, were as follows:

Description	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balances at September 30, 2018	\$ 1,742,144	\$ 1,393,207	\$ 348,937
Changes due to:			
Interest	125,696		125,696
Differences between expected and actual experience	(197,588)		(197,588)
Change of assumptions			
Employer contributions		44,708	(44,708)
Benefit payments and refunds	(132,388)	(132,388)	
Net investment income		64,072	(64,072)
Administrative expenses		(32,329)	32,329
Total changes	<u>(204,280)</u>	<u>(55,937)</u>	<u>(148,343)</u>
Balances at September 30, 2019	<u>\$ 1,537,864</u>	<u>\$ 1,337,270</u>	<u>\$ 200,594</u>

The Plan fiduciary net position was 86.96% of the total pension liability as of September 30, 2019.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following presents the net pension liabilities of the Town, calculated using the discount rates above, as well as what the Town’s net pension liabilities would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current rate.

	1% Decrease 6.50%	Current Discount Rate 7.50%	1% Increase 8.50%
Town's net pension liability	<u>\$ 290,412</u>	<u>\$ 200,594</u>	<u>\$ 122,338</u>

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 11 – DEFINED BENEFIT PENSION PLAN (Continued)

Pension expense and deferred outflows and inflows of resources. For the fiscal year ended September 30, 2019, the Town recognized pension expense of \$(138,023). In addition, the Town reported deferred outflows of resources and deferred inflows of resources related to the Plan from the following sources:

Description	Deferred Inflows of Resources
Net difference between projected and actual earnings on plan investments	\$ 7,348
Total	\$ 7,348

The amounts reported as deferred outflows of resources and deferred inflows of resources related to the plan will be recognized in pension expense as follows:

Year ended September 30:	Amount
2020	\$ (14,060)
2021	(4,738)
2022	4,266
2023	7,184
2024	
Thereafter	\$ (7,348)

At September 30, 2019, the Town did not have any payables to the plan for outstanding contributions.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS

Plan Description

The Town provides a single employer defined benefit postemployment health care benefit plan to all of its employees. The plan allows its employees and their beneficiaries to continue to obtain health benefits upon retirement. The benefits of the plan are in accordance with Florida Statutes, which is the legal authority for the plan. The plan has no assets and does not issue a separate financial report.

Contributions

The Town does not directly make a contribution to the plan on behalf of retirees. Retirees and their beneficiaries pay the same group rates as are charged to the Town for active employees by its healthcare provider. However, the Town's actuaries in their actuarial valuation, calculate an offset to the cost of these benefits as an Employer Contribution, based upon an implicit rate subsidy. This offset equals the total age-adjusted costs paid by the Town or its active employees for coverage of the retirees and their dependents for the year net of the retiree's own payments for the year.

Plan Membership

The following table provides a summary of the participants in the plan as of October 1, 2017, the latest valuation date:

Active plan members	49
Inactive plan members or beneficiaries currently receiving benefits	
Inactive plan members or beneficiaries entitled to but not yet receiving benefits	<u> </u>
	<u>49</u>

Discount Rate

The Town does not have a dedicated trust to pay retiree healthcare benefits. For plans that do not have assets held in a dedicated trust, the discount rate should equal the tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date. As of the measurement date of September 30, 2019, the rate was 4.18% based on the high-quality municipal bond rate based on the week closest to but not later than the measurement date of the Bond Buyer 20-Bond Index as published by the Federal Reserve. The 20-Bond Index consists of 20 general obligation bonds that mature in 20 years. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Corporation's AA rating. The discount rate as of the beginning of the measurement year was 3.58%.

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

OPEB Liability, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2019, the Town reported a total OPEB liability of \$132,825. For the fiscal year ended September 30, 2019, the Town recognized OPEB expense of \$21,881. As of September 30, 2019, the Town did not report any deferred outflows of resources or deferred in flows of resources related to OPEB.

Actuarial Methods and Assumptions

The total OPEB liability was calculated using the Alternative Measurement Method in accordance with the GASB No. 75 methodology.

Significant methods and assumptions were as follows:

Valuation date	October 1, 2017
Measurement date	September 30, 2019
Actuarial cost method	Entry Age Cost Method
Inflation	2.50%
Discount rate	3.58%
Retirement rates	100% at age 61
Mortality tables	RP-2000 Combined Healthy Mortality Tables projected to the valuation date using Projection Scale AA
Healthcare cost trend rates	Initially 8.50% trending to 4.00% in 56 years
Marital status	80% married with male spouses 3 years older than female spouses
Healthcare participation	20% participation with 50% electing spouse coverage

Changes in Assumptions

The discount rate was changed from 4.18% as of the beginning of the measurement period to 3.58% as of September 30, 2019. This change is reflected in the schedule of changes in total OPEB liability. There were no benefit changes during the year.

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

Total OPEB Liability

The components of the total OPEB liability as of September 30, 2019 were as follows:

	Total OPEB Liability
Balance at September 30, 2018	\$ 120,655
Changes for the Year:	
Service Cost	9,008
Interest Cost	5,252
Changes of Assumptions and Other Inputs	6,021
Differences Between Expected and Actual Experience	
Benefit Payments	(8,111)
Net Change in Total OPEB Liability	12,170
Balance at September 30, 2019	\$ 132,825

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following table presents the total OPEB liability of the Town calculated using the single discount rate of 3.58% as well as what the Town’s total OPEB liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current rate.

	1.0% Decrease (2.58%)	Discount Rate (3.58%)	1.0% Increase (4.58%)
Total OPEB Liability	\$ 143,874	\$ 132,825	\$ 123,015

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Trend Rates

The following table presents the total OPEB liability of the Town calculated using the assumed trend rates (8.50% decreasing to 4.00%) as well as what the Town’s total OPEB liability would be if it were calculated using a trend rate that is one percentage point lower or one percentage point higher than the assumed trend rates.

	1.0% Decrease (7.5% decreasing to 3%)	Healthcare cost Trend Rates (8.5% decreasing to 4%)	1.0% Increase (9.5% decreasing to 5%)
Total OPEB Liability	\$ 120,250	\$ 132,825	\$ 147,352

NOTE 13 – JOINTLY GOVERNED ORGANIZATION

The Town, through an interlocal agreement with certain other municipalities and Palm Beach County, created the Seacoast Utility Authority (“Seacoast”) which provides water and sewer service to the citizens of each of the participating municipalities and a portion of Palm Beach County. Seacoast’s governing board is comprised of one member from each participating entity. Seacoast is an Independent Authority organized under the laws of the State of Florida, and the Town has no participating equity ownership in Seacoast. The Town paid \$66,235 to Seacoast during the fiscal year for water and sewer service.

NOTE 14 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Town carries commercial insurance through the Florida League of Cities, Inc., a statewide commercial insurance program. The policy for comprehensive property, casualty and liability insurance provides coverage with a deductible of \$5,000 for property and casualty and \$25,000 for liability claims per occurrence, with a combined annual cap of \$2 million. The Town does not retain any risk of loss under this policy.

Florida Statutes limit the Town’s maximum loss for most liability claims to \$200,000 per person and \$300,000 per occurrence under the Doctrine of Sovereign Immunity. However, under certain circumstances, a plaintiff can seek to recover damages in excess of statutory limits by introducing a claims bill to the Florida Legislature. The limits addressed in Florida Statutes do not apply to claims filed in Federal courts. There have been no significant reductions in insurance coverage in the prior year. No settlements exceeded insurance coverage for the past three years.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 14 – RISK MANAGEMENT (Continued)

The Town has established a risk management program for workers' compensation where premiums are paid from each department to the Florida League of Cities who fully insures all claims to a statutory level. The Town does not retain any risk of loss under this policy. There were no significant reductions in insurance coverage from the prior year. The amount of insurance settlements has not exceeded the Town's insurance coverage in any of the prior three fiscal years.

The Town currently reports all of its risk management activities in the Insurance Fund. Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies, principally Palm Beach County, the U.S. Department of Housing and Urban Development and the State of Florida. Any disallowed claims, including amounts already received, might constitute a liability of the Town for the return of those funds.

Litigation

The Town is a defendant in various lawsuits arising in the ordinary course of normal operations. Although the ultimate outcome of some of these lawsuits cannot be determined at the present time, it is the opinion of legal counsel that the likelihood of unfavorable outcome and the amounts of potential losses cannot be reasonably determined for all claims at this time.

NOTE 15 - RELATED PARTY TRANSACTIONS – ENTERPRISE FUNDS

The General Fund provides the other funds with various management services. Administrative costs totaling \$73,000 for the CRA Fund, \$62,000 for the Marina Fund, \$145,000 for the Sanitation Fund, and \$62,000 for the Stormwater Utility Fund were charged for 2019.

NOTE 16 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

In governmental accounting, interfund loans are reported as interfund receivables in lender funds and interfund payables in borrower funds. There is no net effect in the governmental-wide financial statements. The current portion of the interfund loan is reported in the governmental funds as Due to and Due from other funds and the non-current portion is reported as Advance to and Advance from other funds.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 16 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (Continued)

The composition of interfund balances at September 30, 2019, is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Due to/from</u>	<u>Advance</u>	<u>Total</u>
General Fund	Marina Fund	\$	\$ 450,000	450,000
Special Projects Fund	General Fund	291,195		291,195
Nonmajor Governmental General Fund	Marina Fund CRA Fund	262,825	41,166	262,825 41,166
Nonmajor Governmental	Stormwater Fund	16,664		16,664

The payable to the General Fund from the CRA Fund of \$41,166 was for the purpose of land acquisitions and improvements in the CRA.

All other payables and receivables were for cash flow purposes.

Interfund transfers during the year ended September 30, 2019, are as follows:

<u>Fund</u>	<u>Transfers in</u>	<u>Transfers out</u>
General Fund	\$ 192,732	
CRA Fund		192,732
General Fund	93,500	
Nonmajor Governmental General Fund		93,500
Marina Fund	15,000	
General Fund	60,000	
Stormwater Fund		60,000
General Fund	250,000	
Sanitation Fund		250,000
CRA Fund	647,102	
General Fund		647,102

**TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 16 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS (Continued)

The transfer of \$192,732 from the CRA Fund to the General Fund was for principal and interest payments that the CRA Fund agreed to reimburse the General Fund if the CRA Fund has sufficient available resources.

The transfer of \$647,102 from the General Fund to the CRA Fund was for the 2019 incremental tax obligation.

The remaining transfers were used to make payments in lieu of taxes and franchise fees to the General Fund.

NOTE 17 – INTER-LOCAL AGREEMENTS

Fire Protection and Emergency Medical Services

The Town has opted into the County’s Fire-Rescue Municipal Services Taxing Unit (“MSTU”) for the provision of fire rescue, fire protection, and related services from the County commencing on October 1, 2015. The tax for the MSTU is included in the maximum 10 mills the Town is legally allowed to assess. On September 30, 2019, the MSTU millage rate was 3.4581 mills.

Palm Beach County Sheriff’s Office Inter-Local Agreement

On April 11, 2006, the Town and the Palm Beach County Sheriff’s Office entered into an agreement for law enforcement services beginning October 1, 2005. The fifteenth addendum to the contract extended the term of service from October 1, 2019, thru September 30, 2020, and the Town will pay \$3,047,476 in equal monthly installments.

NOTE 18 – SUBSEQUENT EVENTS

Subsequent to year end the Town Commission approved the following items:

- Playground improvements \$38,096
- Stormwater repairs at Kalmia Drive and Flagler Blvd. \$59,902
- Outfall pipe repair at Marina \$41,878
- Shotspotter service \$65,000

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 18 – SUBSEQUENT EVENTS (Continued)

In December 2019, a novel strain of coronavirus surfaced in Wuhan, China, and has spread around the world, with resulting business and social disruption. The coronavirus was declared Public Health Emergency of International Concern by the World Health Organization on January 30, 2020. The operations and business results of the Town could be significantly adversely affected. The extent to which the coronavirus may impact business activity or investment results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and the actions required to contain the coronavirus or treat its impact, among others.

NOTE 19 – NEW ACCOUNTING STANDARDS

A brief description of the new accounting pronouncement that might have a significant impact on the Town's financial statements is presented below. Management is currently evaluating the impact of adoption of this statement in the Town's financial statements.

In January 2017 the GASB issued Statement No. 84, *Fiduciary Activities*. This Statement will improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement is effective for the fiscal year ending September 30, 2021.

In May 2017 the GASB issued Statement No. 87, *Leases*. This Statement will increase the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting that is based on the foundational principle that leases are financings of the right to use an underlying asset. This Statement is effective for the fiscal year ending September 30, 2022.

In March 2018 the GASB issued Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements*. The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. This Statement is effective for the fiscal year ending September 30, 2020.

TOWN OF LAKE PARK, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

NOTE 19 – NEW ACCOUNTING STANDARDS (Continued)

In January 2020 the GASB issued Statement No. 92, *Omnibus 2020*. This Statement will enhance comparability in accounting and financial reporting and improve the consistency of authoritative literature by addressing practice issues that have been identified during the implementation and application of certain GASB Statements. This Statement addresses a variety of topics. The requirements of this Statement related to the effective date of Statement No. 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance. The remaining requirements are effective for the fiscal year ending September 30, 2022.

In May 2020 the GASB issued Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. This Statement is effective immediately and postpones the effective dates of various standards and implementation guides, including Statements No. 84, 87, 88, and 92 discussed above. The effective dates presented above are the extended effective dates in accordance with Statement No. 95.

REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN MD&A

FIDUCIARY FUNDS

Pension Trust Funds

Retired Police Officers' Pension Trust Fund

TOWN OF LAKE PARK, FLORIDA
Required Supplemental Information
Retired Police Officers' Retirement Fund
Schedule of Changes in Net Pension Liability and Related Ratios
September 30, 2019

Last Ten Fiscal Years

	2014	2015	2016	2017	2018	2019
Total pension liability:						
Service cost	\$ 126,439	\$ 124,182	\$ 116,219	\$ 132,596	\$ 131,746	\$ 125,696
Differences between expected and actual experience		(73,829)	206,781	8,574	(71,972)	(197,588)
Change of assumptions			51,891			
Benefit payments, including refunds of employee contributions	(156,529)	(156,529)	(156,529)	(156,529)	(148,482)	(132,388)
Net change in total pension liability	(30,090)	(106,176)	218,362	(15,359)	(88,708)	(204,280)
Total pension liability - beginning	1,764,115	1,734,025	1,627,849	1,846,211	1,830,852	1,742,144
Total pension liability - ending (a)	<u>\$ 1,734,025</u>	<u>\$ 1,627,849</u>	<u>\$ 1,846,211</u>	<u>\$ 1,830,852</u>	<u>\$ 1,742,144</u>	<u>\$ 1,537,864</u>
Plan fiduciary net position						
Contributions - employer	\$ 52,328	\$ 39,097	\$ 75,932	\$ 80,380	\$ 71,508	\$ 44,708
Net investment income	170,788	(3,080)	141,510	142,541	114,653	64,072
Benefit payments, including refunds of employee contributions	(156,529)	(156,529)	(156,529)	(156,529)	(148,482)	(132,388)
Administrative expenses	(15,671)	(35,380)	(26,578)	(29,853)	(34,266)	(32,329)
Net change in plan fiduciary net position	50,916	(155,892)	34,335	36,539	3,413	(55,937)
Plan fiduciary net position - beginning	1,423,896	1,474,812	1,318,920	1,353,255	1,389,794	1,393,207
Plan fiduciary net position - ending (b)	<u>\$ 1,474,812</u>	<u>\$ 1,318,920</u>	<u>\$ 1,353,255</u>	<u>\$ 1,389,794</u>	<u>\$ 1,393,207</u>	<u>\$ 1,337,270</u>
Net pension liability (a) - (b)	<u>\$ 259,213</u>	<u>\$ 308,929</u>	<u>\$ 492,956</u>	<u>\$ 441,058</u>	<u>\$ 348,937</u>	<u>\$ 200,594</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>85.05%</u>	<u>81.02%</u>	<u>73.30%</u>	<u>75.91%</u>	<u>79.97%</u>	<u>86.96%</u>

Change of Assumptions

For September 30, 2016, the assumed rates of mortality were changed to the assumptions used by the Florida Retirements System for special risk employees, and the inflation rate was changed from 3% to 2%.

NOTE: The Town implemented GASB Statement 67 in 2014; information is presented for those years in which information is available.

TOWN OF LAKE PARK, FLORIDA
Required Supplemental Information
Retired Police Officers' Retirement Fund
September 30, 2019

Last Ten Fiscal Years

Schedule of Contributions

Fiscal Year Ending September 30	Acturially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)
2014	\$ 52,328	\$ 52,328	\$
2015	39,097	39,097	
2016	75,932	75,932	
2017	80,380	80,380	
2118	71,508	71,508	
2019	44,708	44,708	

Schedule of Investment Returns

Fiscal Year Ending September 30	Annual money weighted rate of return net of investment expenses
2014	12.44%
2015	-0.22%
2016	11.24%
2017	11.04%
2018	8.72%
2018	4.78%

NOTE: The Town implemented GASB Statement 67 in 2014; information is presented for those years in which information is available.

TOWN OF LAKE PARK, FLORIDA
Required Supplemental Information
Retired Police Officers' Retirement Fund
Notes to the Schedule of Contributions
September 30, 2019

Methods and assumptions used in calculations of determined contributions.

The actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Valuation Date	10/01/2017
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level dollar amount
Remaining Amortization Period	15
Asset Valuation Method	Market
Inflation	N/A
Salary increases	N/A
Investment Rate of Return	7.50%
Mortality	Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB. Male: RP2000 Generational, 10% Annuitant White Collar/90% Annuitant Blue Collar, Scale BB

OTHER POST-EMPLOYMENT BENEFITS

TOWN OF LAKE PARK, FLORIDA
Required Supplementary Information
Schedule of Changes in Total OPEB Liability
September 30, 2019

	<u>2018</u>	<u>2019</u>
Total OPEB liability - beginning	\$ 119,471	\$ 120,655
Changes for the year:		
Service cost	9,362	9,008
Interest	4,555	5,252
Changes of assumptions	(5,275)	6,021
Benefit payments	<u>(7,458)</u>	<u>(8,111)</u>
Net change in total OPEB liability	<u>1,184</u>	<u>12,170</u>
Total OPEB liability - ending	<u>\$ 120,655</u>	<u>\$ 132,825</u>
Covered Employee Payroll	<u>\$ 2,388,729</u>	<u>\$ 2,448,447</u>
Total OPEB Liability as a percentage of Covered Employee Payroll	<u>5.05%</u>	<u>5.42%</u>

Change in Assumptions

The discount rate was changed from 3.64% as of September 30, 2017 to 4.18% as of September 30, 2018.

As of September 30, 2019 the discount rate changed to 3.58.

This schedule is intended to show information for 10 years. However, until a full 10-year trend is compiled, information will be presented for those years for which information is available.

GENERAL FUND

TOWN OF LAKE PARK, FLORIDA
Budgetary Comparison Schedule -
General Fund
For the Year Ended September 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes				
General property taxes	\$ 3,391,206	\$ 3,391,206	\$ 3,441,936	\$ 50,730
Franchise taxes				
Electricity	578,000	578,000	572,928	(5,072)
Gas	12,000	12,000	8,458	(3,542)
Solid Waste	36,000	36,000	53,266	17,266
Utility taxes				
Electricity	795,677	795,677	804,256	8,579
Water	180,000	180,000	186,535	6,535
Gas	47,609	47,609	46,822	(787)
Total taxes	<u>5,040,492</u>	<u>5,040,492</u>	<u>5,114,201</u>	<u>73,709</u>
Licenses and permits				
Building permits	263,300	279,665	305,738	26,073
Alarm permits	16,000	16,000	15,125	(875)
Signage permits	10,000	10,000	7,600	(2,400)
Business tax receipts	335,000	335,000	323,299	(11,701)
Business tax confirmation	13,000	13,000	49,796	36,796
Rental property inspections			12,525	12,525
Reinspection fees	3,100	3,100	3,435	335
Cost recovery	30,000	30,000	41,090	11,090
Special event fees	1,000	1,000	2,250	1,250
Contractors fees	4,200	4,200	250	(3,950)
Total licenses and permits	<u>675,600</u>	<u>691,965</u>	<u>761,108</u>	<u>69,143</u>
Intergovernmental revenues				
State shared revenues				
Local government sales tax	711,915	711,915	712,327	412
Local communication services taxes	285,000	285,000	274,449	(10,551)
State revenue sharing	264,912	264,912	269,707	4,795
Alcoholic beverage licenses	8,744	8,744	9,971	1,227
Motor fuel tax refund	5,500	5,500	4,417	(1,083)
County shared revenues				
County business tax	14,000	14,000	23,685	9,685
Grant revenues				
FEMA grant			15,950	15,950
Community development block grant	25,590	25,590		(25,590)
State grant ballroom doors			33,960	33,960
State aid to libraries	11,125	11,125	7,192	(3,933)
Total intergovernmental revenues	<u>\$ 1,326,786</u>	<u>\$ 1,326,786</u>	<u>\$ 1,351,658</u>	<u>\$ 24,872</u>

(Continued)

See notes to the budgetary comparison schedules.

TOWN OF LAKE PARK, FLORIDA
Budgetary Comparison Schedule -
General Fund
For the Year Ended September 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
(Continued)				
Revenues (Continued)				
Charges for services				
Administrative fees				
Sanitation	\$ 145,000	\$ 145,000	\$ 145,000	\$
CRA	73,000	73,000	73,000	
Stormwater utility	62,000	62,000	62,000	
Marina	62,000	62,000	62,000	
Plan review fees	20,000	20,000	24,620	4,620
Bank registration fees	1,000	1,000	300	(700)
Parks and recreation	36,200	36,200	35,677	(523)
Other charges for services	25,810	25,810	34,931	9,121
Total charges for services	<u>425,010</u>	<u>425,010</u>	<u>437,528</u>	<u>12,518</u>
Fines and forfeitures				
Court fines	21,000	21,000	29,244	8,244
Code violations	132,000	249,000	160,779	(88,221)
Code violations - administrative cost	13,000	13,138	21,524	8,386
Alarm violations	5,200	5,200	8,100	2,900
Library fines	1,000	1,000	689	(311)
Total fines and forfeitures	<u>172,200</u>	<u>289,338</u>	<u>220,336</u>	<u>(69,002)</u>
Miscellaneous revenue				
Interest earnings	41,712	41,712	131,682	89,970
Interest earnings - tax collector			5,262	5,262
Rent	50,179	50,179	49,172	(1,007)
Sale of capital assets		49,749	49,749	
Sale of scrap material	100	100	345	245
Fuel reimbursement from Sheriff	7,000	7,000	2,663	(4,337)
Reimbursement from Stormwater utility	32,448	32,448	32,448	
Miscellaneous revenues	11,900	92,930	120,635	27,705
Total miscellaneous revenues	<u>143,339</u>	<u>274,118</u>	<u>391,956</u>	<u>117,838</u>
Total revenues	<u>\$ 7,783,427</u>	<u>\$ 8,047,709</u>	<u>\$ 8,276,787</u>	<u>\$ 229,078</u> (Continued)

See notes to the budgetary comparison schedules.

TOWN OF LAKE PARK, FLORIDA
Budgetary Comparison Schedule -
General Fund
For the Year Ended September 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
(Continued)				
Expenditures				
General government				
Legislative				
Personal services	\$ 51,309	\$ 52,080	\$ 51,918	\$ 162
Operating expenditures	83,475	80,894	74,524	6,370
Total legislative	<u>134,784</u>	<u>132,974</u>	<u>126,442</u>	<u>6,532</u>
Town manager				
Personal services	281,001	266,353	274,564	(8,211)
Operating expenditures	56,385	85,184	81,062	4,122
Total town manager	<u>337,386</u>	<u>351,537</u>	<u>355,626</u>	<u>(4,089)</u>
Personnel				
Personal services	146,777	142,762	157,175	(14,413)
Operating expenditures	51,589	71,644	71,644	
Total personnel	<u>198,366</u>	<u>214,406</u>	<u>228,819</u>	<u>(14,413)</u>
Town clerk				
Personal services	155,088	157,411	166,559	(9,148)
Operating expenditures	47,544	48,831	49,020	(189)
Total town clerk	<u>202,632</u>	<u>206,242</u>	<u>215,579</u>	<u>(9,337)</u>
Finance				
Personal services	469,036	447,156	444,975	2,181
Operating expenditures	109,393	85,765	87,031	(1,266)
Total finance	<u>578,429</u>	<u>532,921</u>	<u>532,006</u>	<u>915</u>
Legal				
Operating expenditures	161,000	164,018	164,018	
Total legal	<u>161,000</u>	<u>164,018</u>	<u>164,018</u>	
Information technology				
Personal services	111,137	115,572	115,782	(210)
Operating expenditures	93,835	112,194	93,929	18,265
Capital outlay		50,000	47,772	2,228
Total information technology	<u>204,972</u>	<u>277,766</u>	<u>257,483</u>	<u>20,283</u>
Non-departmental				
Personal services	151,677	44,708	72,183	(27,475)
Operating expenditures	109,268	79,317	79,316	1
Debt service	379,152	379,152	379,151	1
Total non-departmental	<u>640,097</u>	<u>503,177</u>	<u>530,650</u>	<u>(27,473)</u>
Total general government	<u>2,457,666</u>	<u>2,383,041</u>	<u>2,410,623</u>	<u>(27,582)</u>
Public Safety				
Law enforcement				
Operating expenditures	<u>2,997,187</u>	<u>3,062,470</u>	<u>3,064,985</u>	<u>(2,515)</u>

(Continued)

See notes to the budgetary comparison schedules.

TOWN OF LAKE PARK, FLORIDA
Budgetary Comparison Schedule -
General Fund
For the Year Ended September 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
(Continued)				
Expenditures (Continued)				
Public Safety(Continued)				
Disaster				
Operating expenditures	\$ 1,000	\$ 14,238	\$ 6,238	\$ 8,000
Total disaster	<u>1,000</u>	<u>14,238</u>	<u>6,238</u>	<u>8,000</u>
Community development				
Personal services	525,472	441,988	447,175	(5,187)
Operating expenditures	99,142	393,220	353,717	39,503
Total community development	<u>624,614</u>	<u>835,208</u>	<u>800,892</u>	<u>34,316</u>
Total public safety	<u>3,622,801</u>	<u>3,911,916</u>	<u>3,872,115</u>	<u>39,801</u>
Physical environment				
Public works- administration				
Personal services	181,727	142,463	136,727	5,736
Operating expenditures	12,500	30,629	30,541	88
Total Public works- administration	<u>194,227</u>	<u>173,092</u>	<u>167,268</u>	<u>5,824</u>
Vehicle maintenance				
Personal services	81,267	99,139	100,310	(1,171)
Operating expenditures	94,044	95,956	96,456	(500)
Total vehicle maintenance	<u>175,311</u>	<u>195,095</u>	<u>196,766</u>	<u>(1,671)</u>
Total physical environment	<u>369,538</u>	<u>368,187</u>	<u>364,034</u>	<u>4,153</u>
Transportation				
Facility maintenance				
Personal services	108,116	66,303	65,466	837
Operating expenditures	167,368	184,322	184,458	(136)
Capital outlay	53,056	116,315	115,972	343
Total facility maintenance	<u>328,540</u>	<u>366,940</u>	<u>365,896</u>	<u>1,044</u>
Total transportation	<u>328,540</u>	<u>366,940</u>	<u>365,896</u>	<u>1,044</u>
Culture and recreation				
Library				
Personal services	308,640	311,774	311,147	627
Operating expenditures	77,571	75,590	78,976	(3,386)
Capital outlay		3,486		3,486
Total library	<u>386,211</u>	<u>390,850</u>	<u>390,123</u>	<u>727</u>
Recreation				
Personal services	148,267	163,479	167,885	(4,406)
Operating expenditures	78,483	89,267	91,817	(2,550)
Capital outlay		3,640		3,640
Total recreation	<u>226,750</u>	<u>256,386</u>	<u>259,702</u>	<u>(3,316)</u>

(Continued)

See notes to the budgetary comparison schedules.

TOWN OF LAKE PARK, FLORIDA
Budgetary Comparison Schedule -
General Fund
For the Year Ended September 30, 2018

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
(Continued)				
Expenditures (Continued)				
Public works - ground maintenance				
Personal services	\$ 330,808	\$ 302,376	\$ 293,644	\$ 8,732
Operating expenditures	68,390	71,682	75,433	(3,751)
Capital outlay		20,371	20,371	
Total public works - ground maintenance	<u>399,198</u>	<u>394,429</u>	<u>389,448</u>	<u>4,981</u>
Total culture and recreation	<u>1,012,159</u>	<u>1,041,665</u>	<u>1,039,273</u>	<u>2,392</u>
Total expenditures	<u>7,790,704</u>	<u>8,071,749</u>	<u>8,051,941</u>	<u>19,808</u>
Excess (deficiency) of revenues over (under) revenues	<u>(7,277)</u>	<u>(24,040)</u>	<u>224,846</u>	<u>248,886</u>
Other financing sources (uses)				
Transfers in				
Transfer from Streets and Roads	93,500	93,500	93,500	
Transfer from CRA	260,504	260,504	192,732	(67,772)
Transfer from Marina	15,000	15,000	15,000	
Transfer from Stormwater	60,000	60,000	60,000	
Transfer from Sanitation	250,000	250,000	250,000	
Total transfers in	<u>679,004</u>	<u>679,004</u>	<u>611,232</u>	<u>(67,772)</u>
Transfers out				
Transfer out CRA	<u>(571,727)</u>	<u>(571,727)</u>	<u>(647,102)</u>	<u>(75,375)</u>
Total transfers out	<u>(571,727)</u>	<u>(571,727)</u>	<u>(647,102)</u>	<u>(75,375)</u>
Contingency, reserves and unappropriated	<u>(100,000)</u>	<u>(83,237)</u>		<u>83,237</u>
Total other financing sources (uses)	<u>7,277</u>	<u>24,040</u>	<u>(35,870)</u>	<u>(59,910)</u>
Net change in fund balance	<u>\$</u>	<u>\$</u>	<u>\$ 188,976</u>	<u>\$ 188,976</u>

See notes to the budgetary comparison schedules.

CRA FUND

TOWN OF LAKE PARK, FLORIDA
Required Supplementary Information
Budgetary Comparison Schedule -
Community Redevelopment Fund
For the Year Ended September 30, 2019

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	Variance with Final Budget
	<u>Original</u>	<u>Final</u>		Positive (Negative)
Revenues				
Intergovernmental	\$ 351,385	\$ 351,385	\$ 351,385	\$
Miscellaneous revenue	2,700	2,700	78	(2,622)
Transfer from General Fund	647,102	647,102	647,102	
Total revenues	<u>1,001,187</u>	<u>1,001,187</u>	<u>998,565</u>	<u>(2,622)</u>
Expenditures				
General government	540,683	530,244	437,665	92,579
Culture and recreation			1,050	(1,050)
Capital outlay		10,439	10,546	(107)
Grants and aids	200,000	200,000	125,707	74,293
Transfers	260,504	260,504	192,732	67,772
Total expenditures	<u>1,001,187</u>	<u>1,001,187</u>	<u>767,700</u>	<u>233,487</u>
Net change in fund balance	<u>\$</u>	<u>\$</u>	<u>\$ 230,865</u>	<u>\$ 230,865</u>

See notes to the budgetary comparison schedules.

**TOWN OF LAKE PARK
REQUIRED SUPPLEMENTARY INFORMATION
NOTES TO BUDGETARY COMPARISON SCHEDULES
SEPTEMBER 30, 2019**

NOTE A - BUDGETARY ACCOUNTING

An appropriated budget has been legally adopted for the General Fund and Community Redevelopment Fund on the same modified-accrual basis used to reflect revenue and expenditures.

The Town follows these procedures in establishing the annual budget:

1. Prior to September 1, the Town Manager submits to the Town Commission a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted at the Town Hall to obtain taxpayer comments.
3. The Town advises the Palm Beach County Tax Collector's office of the proposed millage rate, the rolled back millage rate and the day, time and place of the public hearing for budget acceptance.
4. A public hearing is held to obtain taxpayer input and to adopt the final budget and millage rate.
5. A final operating budget and related millage rates are legally enacted through the passage of a resolution.
6. Changes or amendments to the total budgeted expenditures of funds the must be approved by the Town Commission. Accordingly, the legal level of control is at the fund level.
7. All unencumbered balances lapse at the end of each fiscal year.

TOWN OF LAKE PARK
NOTES TO BUDGETARY COMPARISON SCHEDULES
SEPTEMBER 30, 2019

NOTE A - BUDGETARY ACCOUNTING (Continued)

The reported budgetary data represents the final appropriated budget after amendments adopted by the Town Commission. An appropriated budget is legally required and has been legally adopted for the General Fund, Community Redevelopment Special Revenue Fund, Streets and Roads Special Revenue Fund, and the Insurance Internal Service Fund on the same modified-accrual basis used to reflect actual revenues and expenditures. The operations of the Town's other funds are non-budgeted financial activities, which are not legally required to adopt budgets. Budgetary comparison schedules for the Roads Special Revenue Fund, a non-major fund, and the Insurance Internal Service Fund, a proprietary fund, are not required to be presented and may be found in Other Supplementary Information.

NOTE B – EXPENDITURES OVER APPROPRIATIONS

There were no expenditures in excess of appropriations.

OTHER SUPPLEMENTARY INFORMATION

NONMAJOR GOVERNMENTAL FUNDS

Debt Service Fund

Special Revenue Funds
Streets and Roads Fund

Capital Projects Funds
Capital Projects Fund
Special Projects Fund

TOWN OF LAKE PARK, FLORIDA
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2019

	Debt Service Fund	Special Revenue Fund Streets & Roads Fund	Capital Projects Fund Capital Projects Bond Fund	Total Nonmajor Governmental Funds
Assets				
Pooled cash and cash equivalents	\$ 170,052	\$	\$ 16,593	\$ 186,645
Due from other governments		31,003		31,003
Due from other funds		279,489		279,489
Total assets	<u>\$ 170,052</u>	<u>\$ 310,492</u>	<u>\$ 16,593</u>	<u>\$ 497,137</u>
Liabilities and fund balances				
Liabilities				
Accounts payable	\$	\$ 6,861	\$	\$ 6,861
Accrued items		4,623		4,623
Deferred revenue		11,209		11,209
Total liabilities		<u>22,693</u>		<u>22,693</u>
Fund balances				
Restricted for:				
Debt service	170,052			170,052
Transportation		316,028		316,028
Capital projects			16,593	16,593
Unassigned		(28,229)		(28,229)
Total fund balances	<u>170,052</u>	<u>287,799</u>	<u>16,593</u>	<u>474,444</u>
Total liabilities and fund balances	<u>\$ 170,052</u>	<u>\$ 310,492</u>	<u>\$ 16,593</u>	<u>\$ 497,137</u>

TOWN OF LAKE PARK, FLORIDA
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended September 30, 2019

	Debt Service Fund	Special Revenue Fund Streets & Roads Fund	Capital Projects Fund Capital Projects Bond Fund	Total Nonmajor Governmental Funds
Revenues				
Taxes	\$ 1,896	\$	\$	\$ 1,896
Intergovernmental		403,995		403,995
Total revenues	<u>1,896</u>	<u>403,995</u>		<u>405,891</u>
Expenditures				
Current				
Transportation		278,784		278,784
Capital outlay		48,029		48,029
Total expenditures		<u>326,813</u>		<u>326,813</u>
Excess of revenues over (under) expenditures	<u>1,896</u>	<u>77,182</u>		<u>79,078</u>
Other financing sources (uses)				
Transfers out		(93,500)		(93,500)
Total other financing sources (uses)		<u>(93,500)</u>		<u>(93,500)</u>
Net changes in fund balances	1,896	(16,318)		(14,422)
Fund balances - beginning	<u>168,156</u>	<u>304,117</u>	<u>16,593</u>	<u>488,866</u>
Fund balances - ending	<u>\$ 170,052</u>	<u>\$ 287,799</u>	<u>\$ 16,593</u>	<u>\$ 474,444</u>

TOWN OF LAKE PARK, FLORIDA
Budgetary Comparison Schedule -
Streets and Roads Fund
For the Year Ended September 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		Positive (Negative)
Revenues				
Intergovernmental	\$ 379,022	\$ 403,772	\$ 403,995	\$ 223
Balance brought forward		19,470		(19,470)
Total revenues	<u>379,022</u>	<u>423,242</u>	<u>403,995</u>	<u>(19,247)</u>
Expenditures				
Transportation	255,522	306,311	278,784	27,527
Capital outlay	30,000	23,431	48,029	(24,598)
Transfer to General fund	93,500	93,500	93,500	
Total expenditures	<u>379,022</u>	<u>423,242</u>	<u>420,313</u>	<u>2,929</u>
Net change in fund balances - budgetary basis	<u>\$</u>	<u>\$</u>	<u>\$ (16,318)</u>	<u>\$ (16,318)</u>

PROPRIETARY FUNDS

Internal Service Fund
Insurance Fund

TOWN OF LAKE PARK, FLORIDA
Budgetary Comparison Schedule -
Insurance Fund
For the Year Ended September 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		Positive (Negative)
Revenues				
Contributed revenue	\$ 210,628	\$ 210,628	\$ 197,137	\$ (13,491)
Balance brought forward	36,667	36,667		(36,667)
Total revenues	<u>247,295</u>	<u>247,295</u>	<u>197,137</u>	<u>(50,158)</u>
Expenditures				
Personal services	29,963	29,963	34,015	(4,052)
Operating expenses	<u>217,332</u>	<u>217,332</u>	<u>150,662</u>	<u>66,670</u>
Total expenditures	<u>247,295</u>	<u>247,295</u>	<u>184,677</u>	<u>62,618</u>
Operating income (loss)			<u>12,460</u>	<u>12,460</u>
Nonoperating revenues (expenses)				
Interest expense			<u>(1,667)</u>	<u>1,667</u>
Net change in net position - budgetary basis	<u>\$</u>	<u>\$</u>	<u>\$ 10,793</u>	<u>\$ 10,793</u>

STATISTICAL SECTION

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STATISTICAL SECTION

This part of the Town of Lake Park's comprehensive annual financial report presents detailed unaudited information as a context for understanding what the information in the financial statement, note disclosures, and required supplementary information says about the Town's overall financial health.

Contents

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Financial Trends

These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.

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Revenue Capacity

These schedules contain information to help the reader assess the Town's most significant local revenue source, the property tax.

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Debt Capacity

These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.

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Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.

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Operating Information

These schedules contain service and infrastructure data to help understand how the information in the Town's financial report relates to the services the Town provides and the activities it performs.

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Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

TOWN OF LAKE PARK, FLORIDA
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting) Unaudited

	Fiscal Year				
	2010	2011	2012	2013	2014
Expenses					
Governmental activities:					
General government	\$ 2,543,961	\$ 2,371,297	\$ 1,938,137	\$ 1,543,348	\$ 1,608,593
Public safety	5,723,360	4,910,050	4,726,961	4,578,728	4,749,126
Physical environment	349,637	333,799	286,687	289,172	268,706
Transportation	600,669	662,871	619,207	565,936	564,501
Culture and recreation	987,778	1,022,770	846,998	919,506	815,290
Economic environment	32,063	49,637	3,458	1,921	39,905
Interest on long-term debt	430,289	388,633	354,828	316,601	276,467
Total governmental activities expenses	<u>10,667,757</u>	<u>9,739,057</u>	<u>8,776,276</u>	<u>8,215,212</u>	<u>8,322,588</u>
Business-type activities:					
Marina	2,005,435	1,856,283	1,632,308	1,591,055	1,600,962
Sanitation	1,412,372	1,464,491	1,396,191	1,396,551	1,152,304
Stormwater	313,994	353,584	384,366	414,106	402,905
Total business-type activities expenses	<u>3,731,801</u>	<u>3,674,358</u>	<u>3,412,865</u>	<u>3,401,712</u>	<u>3,156,171</u>
Total primary government expenses	<u>\$ 14,399,558</u>	<u>\$ 13,413,415</u>	<u>\$ 12,189,141</u>	<u>\$ 11,616,924</u>	<u>\$ 11,478,759</u>
Program revenues					
Governmental activities:					
Charges for services:					
General government	\$ 58,700	\$ 69,481	\$ 70,516	\$ 79,381	\$ 82,406
Public safety	768,338	743,715	795,284	754,094	778,395
Physical environment					
Transportation	40,396	41,964	35,608	29,015	31,056
Culture and recreation	75,384	96,576	57,038	69,116	46,549
Operating contributions and grants:					
General government		2,100	3,259		
Public safety					
Physical environment				5,000	3,517
Transportation					
Culture and recreation	15,926	12,608	20,165	11,371	9,024
Capital contributions and grants:					
General government					
Public safety	3,379	1,311			
Physical environment					
Transportation	16,180	16,665	17,910	18,141	18,642
Culture and recreation	43,250	77,506	117,533	36,580	45,416
Total governmental activities program revenues	<u>1,021,553</u>	<u>1,061,926</u>	<u>1,117,313</u>	<u>1,002,698</u>	<u>1,015,005</u>
Business-type activities:					
Charges for services:					
Marina	1,166,201	1,149,451	890,305	801,716	1,105,139
Sanitation	1,510,419	1,496,006	1,468,553	1,459,636	1,445,086
Stormwater	514,865	516,126	503,251	505,271	489,396
Operating contributions and grants					
Marina					
Sanitation					
Stormwater					
Capital contributions and grants					
Marina		2,400,000			
Stormwater	4,246				
Total business-type activities program revenues	<u>3,195,731</u>	<u>5,561,583</u>	<u>2,862,109</u>	<u>2,766,623</u>	<u>3,039,621</u>
Total primary government program revenues	<u>\$ 4,217,284</u>	<u>\$ 6,623,509</u>	<u>\$ 3,979,422</u>	<u>\$ 3,769,321</u>	<u>\$ 4,054,626</u>

Fiscal Year				
2015	2016	2017	2018	2019
\$ 1,622,346	\$ 2,119,258	\$ 2,379,266	\$ 2,281,971	\$ 2,233,918
4,927,037	3,460,558	3,616,758	3,769,881	3,890,768
279,885	313,900	337,601	243,451	369,636
589,970	566,643	572,008	573,583	627,123
842,876	859,896	937,507	1,017,475	1,139,623
1,429	3,925		75,243	125,707
233,655	191,384	147,633	111,880	120,502
<u>8,497,198</u>	<u>7,515,564</u>	<u>7,990,773</u>	<u>8,073,484</u>	<u>8,507,277</u>
1,728,929	1,664,332	1,854,387	1,703,023	1,885,821
1,163,127	1,205,728	1,365,725	1,282,784	1,422,337
335,711	392,237	364,367	386,464	575,569
<u>3,227,767</u>	<u>3,262,297</u>	<u>3,584,479</u>	<u>3,372,271</u>	<u>3,883,727</u>
<u>\$ 11,724,965</u>	<u>\$ 10,777,861</u>	<u>\$ 11,575,252</u>	<u>\$ 11,445,755</u>	<u>\$ 12,391,004</u>
\$ 89,112	\$ 111,930	\$ 109,601	\$ 123,425	\$ 112,775
762,073	873,864	1,068,425	1,048,644	1,033,888
27,680	290			
52,827	16,995	26,740	35,577	37,409
2,470	4,951	3,980	71,845	4,919
9,230	7,116	24,221	51,573	33,660
				33,960
19,245	19,822	23,997	25,007	50,056
9,065	56,726	251,920	323,233	60,354
<u>971,702</u>	<u>1,091,694</u>	<u>1,508,884</u>	<u>1,679,304</u>	<u>1,367,021</u>
1,357,287	1,340,328	1,403,726	1,475,452	1,584,076
1,672,392	1,707,491	1,691,438	1,696,560	1,768,552
487,537	487,878	505,642	768,853	769,833
			23,261	23,003
			79,162	43,919
			11,286	9,454
			31,625	288,999
<u>3,517,216</u>	<u>3,535,697</u>	<u>3,600,806</u>	<u>4,086,199</u>	<u>4,487,836</u>
<u>\$ 4,488,918</u>	<u>\$ 4,627,391</u>	<u>\$ 5,109,690</u>	<u>\$ 5,765,503</u>	<u>\$ 5,854,857</u>

TOWN OF LAKE PARK, FLORIDA
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting) Unaudited

	Fiscal Year				
	2010	2011	2012	2013	2014
Net (expense) revenue					
Governmental activities	\$ (9,628,204)	\$ (8,677,131)	\$ (7,658,963)	\$ (7,212,514)	\$ (7,307,583)
Business-type activities	(536,070)	1,887,225	(550,756)	(635,089)	(116,550)
Total primary government net expense	<u>\$ (10,164,274)</u>	<u>\$ (6,789,906)</u>	<u>\$ (8,209,719)</u>	<u>\$ (7,847,603)</u>	<u>\$ (7,424,133)</u>
General revenues and other changes in net position					
Governmental activities:					
Taxes:					
Property taxes	\$ 5,448,106	\$ 4,730,840	\$ 4,434,500	\$ 4,315,899	\$ 4,554,358
Infrastructure surtax					
Franchise fees	569,868	572,846	545,895	493,884	651,664
Utility service taxes	771,384	796,663	804,467	849,228	926,495
Local option gas taxes	236,960	230,060	229,780	230,639	236,922
Communication sales tax	464,184	414,748	375,003	356,437	324,291
Intergovernmental, unrestricted	1,144,701	1,072,929	1,012,470	1,033,832	1,093,000
Gain on sale of surplus property	174			2,043	
Miscellaneous revenue					
Investment earnings	54,473	36,181	37,586	26,307	12,705
Transfers	281,801	284,050	324,350	(2,168,700)	199,420
Total governmental activities	<u>8,971,651</u>	<u>8,138,317</u>	<u>7,764,051</u>	<u>5,139,569</u>	<u>7,998,855</u>
Business-type activities					
Investment earnings	16,780	10,652	11,902	11,214	814
Gain on sale of equipment	8,355			18,388	
Miscellaneous revenues				880,000	
Transfers	(281,801)	(284,050)	(324,350)	2,168,700	(199,420)
Total business-type activities	<u>(256,666)</u>	<u>(273,398)</u>	<u>(312,448)</u>	<u>3,078,302</u>	<u>(198,606)</u>
Total primary government	<u>\$ 8,714,985</u>	<u>\$ 7,864,919</u>	<u>\$ 7,451,603</u>	<u>\$ 8,217,871</u>	<u>\$ 7,800,249</u>
Changes in net position					
Governmental activities	\$ (656,553)	\$ (538,814)	\$ 105,088	\$ (2,072,945)	\$ 1,182,795
Business-type activities	(792,736)	1,613,827	(863,204)	2,443,213	290,762
Total primary government	<u>\$ (1,449,289)</u>	<u>\$ 1,075,013</u>	<u>\$ (758,116)</u>	<u>\$ 370,268</u>	<u>\$ 1,473,557</u>

Fiscal Year				
2015	2016	2017	2018	2019
\$ (7,525,493)	\$ (6,423,870)	\$ (6,481,889)	\$ (6,394,177)	\$ (7,140,256)
289,469	273,400	16,327	712,928	604,109
<u>\$ (7,236,024)</u>	<u>\$ (6,150,470)</u>	<u>\$ (6,465,562)</u>	<u>\$ (5,681,249)</u>	<u>\$ (6,536,147)</u>
\$ 4,839,895	\$ 3,496,377	\$ 3,791,642	\$ 3,644,561	\$ 3,443,832
		389,411	620,736	644,946
598,424	605,622	627,219	632,237	634,652
952,772	975,706	1,006,475	1,025,980	1,037,613
251,894	257,756	269,595	266,361	269,924
315,322	286,682	276,237	278,915	274,449
1,196,655	1,222,771	1,282,459	1,357,344	1,423,061
320,000				49,749
20,104	25,946	54,286	47,015	219,825
303,078	310,000	310,000	411,877	325,000
<u>8,798,144</u>	<u>7,180,860</u>	<u>8,007,324</u>	<u>8,285,026</u>	<u>8,323,051</u>
4,767	1,911	3,609	5,720	11,653
			74,152	
(303,078)	(310,000)	(310,000)	(411,877)	(325,000)
<u>(298,311)</u>	<u>(308,089)</u>	<u>(306,391)</u>	<u>(332,005)</u>	<u>(313,347)</u>
<u>\$ 8,499,833</u>	<u>\$ 6,872,771</u>	<u>\$ 7,700,933</u>	<u>\$ 7,953,021</u>	<u>\$ 8,009,704</u>
\$ 1,272,651	\$ 756,990	\$ 1,525,435	\$ 1,890,849	\$ 1,182,795
(8,842)	(34,689)	(290,064)	380,923	290,762
<u>\$ 1,263,809</u>	<u>\$ 722,301</u>	<u>\$ 1,235,371</u>	<u>\$ 2,271,772</u>	<u>\$ 1,473,557</u>

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TOWN OF LAKE PARK, FLORIDA
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting) Unaudited

	Fiscal Year				
	2010	2011	2012	2013	2014
<i>Pre GASB 54</i>					
General fund					
Reserved	\$ 2,526,148	\$	\$	\$	\$
Unreserved					
Designated	32,424				
Undesignated	510,773				
<i>Post GASB 54</i>					
General fund					
Nonspendable		2,582,849	3,045,989	435,992	367,260
Restricted		118,164	54,100	33,929	33,826
Assigned					
Subsequent year's expenditures		84,887		70,648	
Unassigned		277,015	20,643	198,722	544,245
Total general fund	<u>\$ 3,069,345</u>	<u>\$ 3,062,915</u>	<u>\$ 3,120,732</u>	<u>\$ 739,291</u>	<u>\$ 945,331</u>
<i>Pre GASB 54</i>					
All other governmental funds					
Reserved	\$ 241,608	\$	\$	\$	\$
Unreserved					
Undesignated, reported in:					
Special revenue funds	842,342				
Capital projects fund	42,786				
<i>Post GASB 54</i>					
All other governmental funds					
Nonspendable		4,022		1,640	
Restricted		123,345	213,533	270,230	331,074
Assigned					
Subsequent year's expenditures		181,592			
Special revenue funds		8,374			
Capital projects funds		24,863	18,458	26,915	21,418
Unassigned			(236,283)	(224,590)	(253,889)
Total all other governmental funds	<u>\$ 1,126,736</u>	<u>\$ 342,196</u>	<u>\$ (4,292)</u>	<u>\$ 74,195</u>	<u>\$ 98,603</u>
Fiscal Year					
	2015	2016	2017	2018	2019
<i>Post GASB 54</i>					
General fund					
Nonspendable	\$ 755,709	\$ 700,452	\$ 647,423	\$ 580,059	\$ 513,597
Restricted	10,316	10,000	10,000	10,000	10,000
Assigned					
Subsequent year's expenditures	36,458	65,355	47,786	5,900	43,458
Unassigned	563,362	881,030	1,179,607	1,509,094	1,723,974
Total general fund	<u>\$ 1,365,845</u>	<u>\$ 1,656,837</u>	<u>\$ 1,884,816</u>	<u>\$ 2,105,053</u>	<u>\$ 2,291,029</u>
<i>Post GASB 54</i>					
All other governmental funds					
Nonspendable	\$	\$	\$ 395	\$ 1,283	\$ 1,680
Restricted	414,536	509,239	1,023,816	1,499,135	2,018,528
Assigned					
Subsequent year's expenditures		7,500	70,954	73,977	
Special revenue funds		206,196	301,084	10,004	
Capital projects funds	253,325				
Unassigned	(105,427)	(58,769)	(247,851)	(115,053)	(39,144)
Total all other governmental funds	<u>\$ 562,434</u>	<u>\$ 664,166</u>	<u>\$ 1,148,398</u>	<u>\$ 1,469,346</u>	<u>\$ 1,981,064</u>

Note: The Town implemented GASB 54, *Fund Balance Reporting and Government Fund Definitions*, in 2011.

TOWN OF LAKE PARK, FLORIDA
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting) Unaudited

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Revenues					
Taxes	\$ 7,825,211	\$ 6,100,349	\$ 5,784,862	\$ 5,659,011	\$ 6,132,517
Licenses and permits	529,487	467,389	470,844	502,279	537,298
Intergovernmental	2,198,263	1,833,846	1,765,296	1,718,020	1,742,766
Charges for services	293,756	467,931	431,057	418,675	347,788
Fines and forfeitures	213,105	132,963	183,345	185,451	167,991
Miscellaneous	184,381	310,590	291,484	167,701	144,617
Total revenues	<u>11,244,203</u>	<u>9,313,068</u>	<u>8,926,888</u>	<u>8,651,137</u>	<u>9,072,977</u>
Expenditures					
General government	2,361,396	2,382,504	1,915,421	1,429,575	1,459,677
Public safety	5,413,894	4,906,546	4,725,084	4,578,945	4,754,459
Physical environment	287,322	292,967	256,855	267,232	269,391
Transportation	553,392	533,475	517,457	471,465	488,139
Culture and recreation	1,087,407	870,465	697,998	776,567	718,737
Economic environment		49,637	3,458	1,921	39,905
Capital outlay	2,369,922	153,252	234,513	70,763	122,795
Debt service					
Principal	746,625	801,042	827,516	865,224	904,943
Interest	397,670	398,200	361,607	323,700	283,903
Other debt service charges	19,450				
Total expenditures	<u>13,237,078</u>	<u>10,388,088</u>	<u>9,539,909</u>	<u>8,785,392</u>	<u>9,041,949</u>
Excess of revenues over (under) expenditures	(1,992,875)	(1,075,020)	(613,021)	(134,255)	31,028
Other financing sources (uses)					
Transfers in	1,392,713	1,109,374	986,222	866,943	846,898
Transfers out	(1,180,159)	(825,324)	(661,872)	(3,035,643)	(647,478)
Proceeds from sale of assets					
Bonds issued					
Loan proceeds	1,209,449				
Capital lease obligations					
Total other financing sources (uses)	<u>1,422,003</u>	<u>284,050</u>	<u>324,350</u>	<u>(2,168,700)</u>	<u>199,420</u>
Net change in fund balances	<u>\$ (570,872)</u>	<u>\$ (790,970)</u>	<u>\$ (288,671)</u>	<u>\$ (2,302,955)</u>	<u>\$ 230,448</u>
Debt service as a percentage of non-capital expenditures	<u>10.55%</u>	<u>11.72%</u>	<u>12.78%</u>	<u>13.64%</u>	<u>13.33%</u>

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
\$	6,391,091	\$ 5,077,705	\$ 5,814,747	\$ 5,923,514	\$ 5,761,043
	622,763	732,567	727,048	820,631	761,108
	1,827,646	1,821,757	1,971,076	2,469,253	2,239,661
	408,911	345,977	365,978	411,005	437,528
	80,929	100,810	290,900	159,231	220,336
	470,381	162,649	187,875	193,236	423,564
	<u>9,801,721</u>	<u>8,241,465</u>	<u>9,357,624</u>	<u>9,976,870</u>	<u>9,843,240</u>
	1,610,692	1,812,849	2,285,666	2,364,160	2,424,882
	4,926,858	3,458,641	3,612,914	3,769,659	3,872,115
	277,727	307,054	329,059	241,094	364,034
	477,058	480,458	472,046	509,351	528,708
	709,111	701,248	803,814	913,563	1,019,952
	1,429	3,925		75,243	125,707
	111,467	222,166	338,565	1,113,065	2,247,676
	915,002	948,039	982,074	646,531	286,450
	241,454	199,556	156,080	116,019	92,701
	<u>9,270,798</u>	<u>8,133,936</u>	<u>8,980,218</u>	<u>9,748,685</u>	<u>10,962,225</u>
	530,923	107,529	377,406	228,185	(1,118,985)
	1,304,254	993,767	1,084,848	1,167,729	1,258,334
	(950,832)	(683,767)	(774,848)	(857,729)	(933,334)
					1,494,679
	<u>353,422</u>	<u>310,000</u>	<u>310,000</u>	<u>310,000</u>	<u>1,819,679</u>
\$	<u>884,345</u>	<u>\$ 417,529</u>	<u>\$ 687,406</u>	<u>\$ 538,185</u>	<u>\$ 700,694</u>
	<u>12.63%</u>	<u>14.50%</u>	<u>13.17%</u>	<u>8.83%</u>	<u>4.35%</u>

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TOWN OF LAKE PARK, FLORIDA
Governmental Funds Tax Revenues by Source
Last Ten Fiscal Years
(Accrual Basis of Accounting) Unaudited

Fiscal Year	Property Taxes	Franchise Fees	Utility Service Taxes	Communication Services Taxes	Sales Tax	Totals
2010	5,698,210	569,868	771,384	464,184	559,351	8,062,997
2011	4,894,342	572,846	796,663	414,748	579,262	7,257,861
2012	4,434,500	545,895	804,467	375,003	533,602	6,693,467
2013	4,315,899	493,884	849,228	356,437	563,688	6,579,136
2014	4,554,358	651,664	926,495	324,291	605,562	7,062,370
2015	4,839,895	598,424	952,772	315,322	650,565	7,356,978
2016	3,496,377	605,622	975,706	286,682	673,639	6,038,026
2017	3,791,642	627,219	1,006,475	276,237	1,067,305 (1)	6,768,878
2018	3,644,561	632,237	1,025,980	278,915	1,320,225	6,901,918
2019	3,441,936	634,652	1,037,613	274,449	1,357,273	6,745,923

(1) In 2017 the Infrastructure Surtax started, which is an additional locally approved sales tax.

TOWN OF LAKE PARK, FLORIDA
General Governmental Revenue by Source
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting) Unaudited

Fiscal Year	Taxes	Licenses and Permits	Inter- governmental	Charges for Services
2010	6,030,552	526,201	1,299,144	352,993
2011	5,315,754	467,389	1,253,538	420,027
2012	5,784,862	470,844	1,765,296	431,057
2013	5,659,011	502,279	1,718,020	418,675
2014	6,132,517	537,298	1,742,766	347,788
2015	6,391,091	622,763	1,827,646	408,911
2016	5,077,705	732,567	1,821,757	345,977
2017	5,814,747	727,048	1,971,076	365,978
2018	5,923,514	820,631	2,469,253	411,005
2019	5,761,043	761,108	2,239,661	437,528

<u>Fiscal Year</u>	<u>Fines and Forfeitures</u>	<u>Miscellaneous</u>	<u>Other Financing Sources</u>	<u>Total</u>	<u>Annual Percentage Increase (Decrease)</u>
2010	120,890	294,946	665,080	9,289,806	(25.4) %
2011	132,963	302,661	755,494	8,647,826	(6.9) %
2012	183,345	291,484	324,350	9,251,238	7.0 %
2013	185,451	167,701	376,907	9,028,044	(2.4) %
2014	167,991	144,617	251,300	9,324,277	3.3 %
2015	80,929	470,381	353,422	10,155,143	8.9 %
2016	100,810	162,649	310,000	8,551,465	(15.8) %
2017	290,900	187,875	310,000	9,667,624	13.1 %
2018	159,231	193,236	310,000	10,286,870	6.4 %
2019	220,336	423,564	1,819,679	11,662,919	13.4 %

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TOWN OF LAKE PARK, FLORIDA
Assessed Value of Taxable Property
Last Ten Fiscal Years
Unaudited

Tax Year	Real Property		Personal Property	Centrally Assessed Property	Assessed Value for Operations	Total Direct Tax Rate	Total Taxable Value (1)
	Residential	Commerical					
2010	177,057,371	251,733,749	43,531,640	1,200,814	473,523,574	10.2163	473,523,574
2011	179,035,832	229,986,440	37,217,462	1,257,953	447,497,687	10.3283	447,497,687
2012	168,646,621	227,349,266	33,926,821	1,236,975	431,159,683	10.2920	431,159,683
2013	180,958,234	232,119,848	33,942,130	910,919	447,931,131	10.5455	447,931,131
2014	199,990,131	244,391,470	34,480,712	1,079,128	479,941,441	10.4705	479,941,441
2015	225,062,210	262,052,591	34,999,307	1,271,593	523,385,701	10.3455	523,385,701
2016	247,734,289	290,478,840	36,381,709	1,404,468	575,999,306	10.2335	575,999,306
2017	271,762,954	318,484,359	34,296,329	1,494,679	626,038,321	9.4730	626,038,321
2018	290,066,574	339,045,111	34,962,598	1,568,074	665,642,357	8.8055	665,642,357
2019	316,637,931	365,505,348	39,530,880	1,556,194	723,230,353	8.8055	723,230,353

(1) Florida state law requires all property to be assessed at current fair market value. Accordingly, the estimated actual value is equal to the Total Assessed Value.

Source: Palm Beach County Property Appraiser

TOWN OF LAKE PARK, FLORIDA
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years
Rate per \$1,000 of Assessed Value
Unaudited

Tax Year	Town of Lake Park Property Tax Rates			Overlapping Property Tax Rates - (1)			
	(2) Operating Millage	General Obligation Debt Service	Total Town Millage	Operating Millage	General Obligation Debt Service	(2) Fire Rescue MSTU	Total County Millage
2010	8.5163	1.7000	10.2163	4.3440	0.2174		4.5614
2011	8.5083	1.8200	10.3283	4.7815	0.2110		4.9925
2012	8.5000	1.7920	10.2920	4.7815	0.2087		4.9902
2013	8.8055	1.7400	10.5455	4.7815	0.2037		4.9852
2014	8.8055	1.6650	10.4705	4.7815	0.1914		4.9729
2015	5.3474	1.5400	6.8874	4.7815	0.1462	3.4581	4.9277
2016	5.3474	1.4280	6.7754	4.7815	0.1327	3.4581	8.3723
2017	5.3474	0.6675	6.0149	4.7815	0.1208	3.4581	8.3604
2018	5.3474	-	5.3474	4.7815	0.1165	3.4581	8.3561
2019	5.3474	-	5.3474	4.7815	0.1165	3.4581	8.3561

Note: All millage rates are based on \$1 for every \$1000 of assessed value

Source: Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

(1 Overlapping rates are those of local and county governments that apply to property owners within the Town of Lake Park. Not all overlapping rates apply to all Town property owners (i.e. The rates for special districts apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district.)

(2 Starting with tax year 2015, rather than paying for fire services the Town entered into a Municipal Services Taxing Unit (MTSU) with Palm Beach County Fire/Rescue who will receive the taxes directly.

Overlapping Property Tax Rates - (1)

Palm Beach County School District			Palm Beach	
Operating Millage	General Obligation Debt Service	Total School Millage	County Special Districts	Total
7.983	-	7.983	2.4934	25.2541
8.180	-	8.180	2.3433	25.8441
7.778	-	7.778	2.3154	25.3756
7.586	-	7.586	2.2280	25.3447
7.594	-	7.594	2.1732	25.2106
7.512	-	7.512	2.0974	21.4245
7.070	-	7.070	1.9453	24.1630
6.769	-	6.769	1.7818	22.9261
6.572	-	6.572	1.6920	21.9675
7.164	-	7.164	1.6873	22.5548

TOWN OF LAKE PARK, FLORIDA
Principal Property Taxpayers
Current Year and Nine Years Ago
Unaudited

	2019			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Mariners Key Owners, LLC	\$ 33,215,357	\$ 177,616	1	4.59%
Wal Mart Stores East LP	19,035,394	101,790	2	2.63%
SC Lake Park Associates, LLLP	15,953,833	85,312	3	2.21%
Mullinax Ford of PBC, LLC	14,808,941	77,785	4	2.06%
Earl Stewart LLC	14,445,901	77,248	5	1.64%
Florida Power & Light Co.	13,269,007	8,607	6	0.22%
Lake Park Square Joint Venture	12,231,794	65,408	7	1.69%
Kelsey Industrial, LLC	11,083,933	57,091	8	1.48%
Northlake Square East LLC	10,322,964	56,154	9	1.45%
Trust Lake Park LTD	7,200,000	36,210	10	0.78%
	\$ 151,567,124	\$ 743,221		18.75%

Source: Palm Beach County Property Appraiser.

	2010			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Lake Park Owners LLC	\$ 18,204,896	\$ 155,038	1	2.69%
Walmart Stores East LP	14,711,613	125,289	2	2.18%
Congress Ave Properties LTD	13,742,029	117,031	3	2.03%
SC Lake Park Associates LLLP	11,442,526	97,478	4	1.69%
Lake Park Square Joint Venture	11,000,012	93,679	5	1.63%
Mullinax Ford of PBC, LLC	8,907,793	75,861	6	1.32%
Trust Lake Park, LTD	8,500,000	72,359	7	1.26%
Northlake Square East, LLC	7,159,545	60,973	8	1.06%
Earl Stewart, LLC	7,056,135	60,092	9	1.04%
Twin Cities Investors, Inc.	6,823,514	58,111	10	1.01%
	\$ 107,548,063	\$ 915,911		15.91%

Source: Palm Beach County Property Appraiser.

Note: Assessed values are established by the Palm Beach County Property Appraiser's office as of January 1st of each year.

TOWN OF LAKE PARK, FLORIDA
Property Tax Levies and Collections
Last Ten Fiscal Years
Unaudited

Tax Year	Total Tax Levy	Amount of Current Taxes Collected (1)	Percent of Current Taxes Collected (1)	Amount of Delinquent Taxes Collected
2010	5,754,637	5,391,827	93.7 %	12,057
2011	4,822,342	4,638,001	96.1 %	113,182
2012	4,621,891	4,409,912	95.4 %	42,039
2013	4,723,657	4,272,897	90.5 %	55,412
2014	5,025,228	4,550,477	90.6 %	8,107
2015	3,604,768	2,577,893	71.5 %	411
2016	3,905,670	3,460,856	88.6 %	48,873
2017	3,767,181	3,720,816	98.8 %	37,598
2018	3,559,456	3,633,065	102.1 %	11,806
2019	3,867,402	3,436,942	88.9 %	13,066

Tax Year	Total Collected for the Year	Ratio of Total Taxes Collected to Current Levy	Accumulated Delinquent Taxes	Ratio of Delinquent Taxes to Current Levy
2010	5,403,884	93.9 %	-	- %
2011	4,751,183	98.5 %	-	- %
2012	4,451,951	96.3 %	-	- %
2013	4,328,309	91.6 %	-	- %
2014	4,558,584	90.7 %	-	- %
2015	2,578,304	71.5 %	-	- %
2016	3,509,729	89.9 %	-	- %
2017	3,758,414	99.8 %	-	- %
2018	3,644,871	102.4 %	-	- %
2019	3,450,008	89.2 %	-	- %

(1) Includes discount taken for early payment of property taxes.

Source: Palm Beach County Property Appraiser

TOWN OF LAKE PARK, FLORIDA
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
Unaudited

Governmental Activities						
Fiscal Year	General Obligation Bonds	Capital Lease Obligations	Loans Payable	Total Governmental Activities	Percentage of Taxable Value of Property	Per Capita
2010	4,804,644	9,767	4,498,425	9,312,836	2.08%	1129.10
2011	4,254,912		4,256,908	8,511,820	1.97%	1023.79
2012	3,679,109	-	4,005,195	7,684,304	1.72%	919.18
2013	3,076,238	-	3,742,842	6,819,080	1.42%	931.60
2014	2,444,756	-	3,469,381	5,914,137	1.13%	684.51
2015	1,782,535	-	3,216,600	4,999,135	0.87%	578.60
2016	1,088,763	-	2,962,333	4,051,096	0.65%	468.61
2017	371,249	-	2,697,456	3,068,705	0.46%	356.62
2018	-	-	2,422,491	2,422,491	0.36%	281.52
2019	-	1,494,679	2,136,041	3,630,720	0.50%	426.89

Note: Details about the Town's outstanding debt can be found in the notes to the financial statements.

Business-type Activities				Primary Government			
Marina Revenue Bonds	Loans Payable	Capital Lease Obligations	Total Business- type Activities	Total Primary Government	Population	Percent Of Average Household Income	Per Capita
\$ 4,270,000	1,482,147	2,403	5,754,550	5,754,550	8,732	1.40%	659.02
4,170,000	1,308,383	-	5,478,383	14,791,219	8,155	3.83%	1,813.76
4,065,000	1,426,473	-	5,491,473	14,003,293	8,248	3.55%	1,697.78
3,950,000	1,192,615	-	5,142,615	12,826,919	8,314	3.51%	1,542.81
3,830,000	948,963	-	4,778,963	11,598,043	8,360	2.85%	1,387.33
3,705,000	757,064	-	4,462,064	10,376,201	8,448	2.68%	1,228.24
3,575,000	1,070,087	-	4,645,087	9,644,222	8,640	2.18%	1,116.23
3,490,000	885,400	-	4,375,400	8,426,496	8,645	2.11%	974.72
3,320,000	694,447	-	4,014,447	7,083,152	8,605	1.61%	823.14
3,140,000	1,121,553	-	4,261,553	6,684,044	8,505	1.46%	785.90

TOWN OF LAKE PARK, FLORIDA
Ratios of General Bonded Debt Outstanding
As of September 30, 2019

Unaudited

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service Fund	Total	Percentage of Estimated Actual Taxable Value of Property	Per Capita
2010	4,804,644	86,902	4,717,742	1.00%	537
2011	4,254,912	106,753	4,148,159	0.93%	509
2012	3,679,109	123,385	3,555,724	0.82%	431
2013	3,076,238	106,624	2,969,614	0.66%	357
2014	2,444,756	90,898	2,353,858	0.49%	282
2015	1,782,535	94,030	1,688,505	0.32%	200
2016	1,088,763	106,900	981,863	0.17%	114
2017	371,249	146,225	225,024	0.04%	26
2018	-	-	-	0.00%	-
2019	-	-	-	0.00%	-

TOWN OF LAKE PARK, FLORIDA
Direct and Overlapping Governmental Activities Debt
As of September 30, 2019

Unaudited

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated (1) Percentage Applicable to Town of Lake Park</u>	<u>Estimated (1) Share of Direct and Overlapping Debt</u>
Overlapping debt:			
Direct debt - Town of Lake Park			
General obligation bonds	\$ -	100.0%	\$ -
Loans and capital lease payable	3,630,720	100.0%	3,630,720
	<u>3,630,720</u>		<u>3,630,720</u>
Other debt			
Palm Beach County	61,115,000	1.038%	634,374
Palm Beach County School Board	8,542,000	1.038%	88,666
	<u>69,657,000</u>		<u>723,040</u>
Total direct and overlapping debt			4,353,760
Estimated town population			<u>8,505</u>
Total per capita			<u>\$ 511.91</u>

(1) Estimates based on ratio of assessed taxable values.

Source: Finance Department, Town of Lake Park, Florida
Palm Beach County Property Appraiser
School Board of Palm Beach County

TOWN OF LAKE PARK, FLORIDA
Pledged-Revenue Coverage
Last Ten Fiscal Years
Unaudited

Marina Revenue Bonds					
Fiscal Year	Gross Revenue	Operating Expense (1)	Net Revenue Available for Debt Service	Debt Service (2)	Coverage
2010	1,184,628	1,271,621	(86,993)	313,050	(0.28)
2011	1,168,626	1,127,092	41,534	313,300	0.13
2012	880,405	923,846	(43,441)	318,050	(0.14)
2013	806,493	890,456	(83,963)	317,013	(0.26)
2014	1,157,019	940,047	216,972	315,713	0.69
2015	1,357,287	974,610	382,677	315,713	1.21
2016	1,340,329	911,991	428,338	314,150	1.36
2017	1,403,726	1,157,953	245,773	317,325	0.77
2018	1,475,452	1,028,588	446,864	279,513	1.60
2019	1,607,079	1,231,365	375,714	284,412	1.32

(1) Expense is exclusive of depreciation.

(2) Includes principal and interest of revenue bonds only.

TOWN OF LAKE PARK, FLORIDA
Demographic and Economic Statistics
Last Ten Fiscal Years
Unaudited

Fiscal Year	Population (1)	Per Capita Personal Income (1)	Average Household Income (1)	Median Age (1)	Education Level in Years of Formal Schooling	School Enrollment (3)	Unemployment Rate (4)
2010	8,783	20,185	47,108	36	N/A	374	11.7%
2011	8,155	16,898	47,375	34	N/A	366	10.9%
2012	8,248	18,885	47,813	36	N/A	343	9.0%
2013	8,314	20,978	44,014	37	N/A	323	7.1%
2014	8,360	22,071	48,691	37	N/A	341	6.0%
2015	8,448	18,774	45,780	37	N/A	350	4.9%
2016	8,640	20,984	51,182	38	N/A	348	5.3%
2017	8,645	20,160	46,175	36	N/A	352	4.1%
2018	8,605	20,999	51,186	40	N/A	368	3.4%
2019	8,505	20,799	53,659	37	N/A	368	3.2%

Data Sources:

- (1) The Population for 2013, 2014, 2015, 2016, 2017, 2018, 2019 was obtained from the US Census Bureau Fact Finder. Per Capita, Avg Household Income & Median Age was obtained from the US Census Bureau Fact F
- (3) Lake Park Elementary
- (4) Unemployment rate was obtained from the US Dept of Labor Local Area Unemployment Statistics

TOWN OF LAKE PARK, FLORIDA
Principal Employers
Current Year and Nine Years Ago
Unaudited

Employer	2019			2010		
	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total Town Employment</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total Town Employment</u>
Palm Beach County School District	21,200	1	N/A	21,718	1	N/A
Tenet Coastal Division PBC	6,136	2	N/A	5,127	2	N/A
Palm Beach County	5,928	3	N/A	11,381	3	N/A
Next Era Energy (Parent Co, FPL)	4,021	4	N/A	3,658	5	N/A
HCA Palm Beach Hospitals	3,550	5	N/A	4,150	4	N/A
Boca Raton Regional Hospital	2,800	6	N/A	2,200	10	N/A
Florida Atlantic University	2,761	7	N/A	2,776	7	N/A
Veterans Health Administration	2,468	6	N/A	2,205	9	N/A
Bethesda Health Inc	2,200	8	N/A	2,300	8	N/A
Office Depot	2,034	9	N/A	N/A	N/A	N/A
The Breakers	2,000	10	N/A	N/A	N/A	N/A
Florida Crystals	2,000	10	N/A	N/A	N/A	N/A
Wackenhut	N/A		N/A	3,000	6	N/A
Totals	57,098		N/A	N/A		N/A

Source: Business Development Board of Palm Beach County. Data is for the West Palm Beach to Boca Raton metropolitan area.

N/A: Not available.

TOWN OF LAKE PARK, FLORIDA
Full-Time Equivalent Town Employees by Function/Program
Last Ten Fiscal Years
Unaudited

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
General government										
Town Manager	3	3	2	2	2	2	2	3	2	3
Personnel	1	1	1	2	2	2	2	2	2	2
Town Clerk	2	2	2	2	1	1	2	2	2	2
Finance	4	4	4	4	4	5	5	5	6	5
Information technology	1	1	1	1	1	1	1	1	1	1
Public Safety										
Police	-	-	-	-	-	-	-	-	-	-
Fire	-	-	-	-	-	-	-	-	-	-
Community Development	5	5	5	6	6	6	6	6	5	7
Physical Environment										
Public works	7	8	9	8	8	8	8	8	5	7
Vehicle maintenance	1	1	1	1	1	1	2	2	2	2
Transportation										
Transportation	2	2	2	2	2	2	2	2	2	2
Culture and Recreation										
Library	2	2	4	4	5	5	5	5	5	6
Park maintenance	5	5	5	6	6	6	5	6	6	6
Recreation	1	1	1	1	1	1	1	3	3	3
Marina	3	2	3	3	3	3	3	4	4	5
Sanitation	<u>11</u>	<u>10</u>	<u>10</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>7</u>	<u>7</u>	<u>6</u>
Total	<u><u>48</u></u>	<u><u>47</u></u>	<u><u>50</u></u>	<u><u>50</u></u>	<u><u>50</u></u>	<u><u>51</u></u>	<u><u>52</u></u>	<u><u>56</u></u>	<u><u>52</u></u>	<u><u>57</u></u>

TOWN OF LAKE PARK, FLORIDA
Operating Indicators by Function/Program
Last Ten Fiscal Years
Unaudited

Function	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Public Safety										
Community development										
Code violations	638	636	396	385	503	451	723	651	703	891
Building permits issued	590	555	566	564	581	663	830	792	990	683
Value of permits (in thousands)								9,871	33,464	12,203
Transportation										
Street resurfacing (miles)	-	-	-	-	-	-	-	-	1	-
Pot holes repaired	232	253	140	215	127	450	441	512	585	429
Culture and Recreation										
Library										
Circulation	23,316	27,656	26,942	27,240	27,360	27,010	29,790	27,300	8,790	4,700
Programs offered	434	280	942	1,283	1,282	1,314	1,300	980	1,015	821
Park maintenance										
Acres of parks	69	69	69	69	69	69	69	69	69	69
Recreation										
Recreation programs offered	7	7	3	3	3	3	-	1	7	7
Recreation program attendance	315	305	136	75	825	825	-	880	134	283
Youth athletic participants	150	140	21	-	-	-	-	-	74	173
Marina										
Available slips	103	103	112	112	112	112	112	112	112	112
Sanitation										
Residential customers	3,645	3,666	3,666	3,666	3,666	3,666	3,666	3,666	3,397	3,689
Commercial customers	264	259	264	268	375	375	375	288	293	303
Refuse collected (tons)	9,293	8,466	8,598	9,056	8,970	9,385	9,827	10,246	10,362	10,686
Recyclables collected (tons)	627	666	670	424	392	398	391	361	377	319

Sources: Town departments

N/A: Not available

TOWN OF LAKE PARK, FLORIDA
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years
Unaudited

Function/Program	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Public Safety (contracted to Palm Beach County)										
Police Station - County	1	1	1	1	1	1	1	1	1	1
Fire Station - County	1	1	1	1	1	1	1	1	1	1
Transportation										
Roads & Streets										
Street Lights	340	340	340	340	340	340	340	340	340	345
Lane Miles	64	64	64	64	64	64	64	64	64	64
Culture and Recreation										
Marina										
Wet Slips	103	103	112	112	112	112	112	112	112	112
Library										
Books	33,710	36,119	35,611	34,676	35,435	35,000	37,000	37,695	42,340	34,780
Leisure Services										
Ballfields - lighted	2	2	2	2	2	2	2	2	2	2
Basketball courts	2	2	2	2	2	2	2	2	2	2
Soccer fields	1	1	1	1	1	1	1	1	1	1
Tennis courts	6	6	6	6	6	6	6	6	6	6
Parks	6	7	7	7	7	7	7	7	7	7
Sanitation										
Garbage Trucks	13	13	13	13	13	13	14	14	14	14
Water /Sewer	N/A									
(Provided by Seacoast Utility)										

N/A: Not applicable

Source: Town Departments, Town of Lake Park, Florida

OTHER REPORTS



NOWLEN, HOLT & MINER, P.A.

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

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The Honorable Mayor and Members of the Town Commission
Town of Lake Park, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Lake Park, Florida, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town of Lake Park, Florida's basic financial statements and have issued our report thereon dated August 26, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Lake Park, Florida's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Lake Park, Florida's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Lake Park, Florida's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Lake Park, Florida's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nowlen, Holt & Mimer, P.A.

August 26, 2020
West Palm Beach, Florida



NOWLEN, HOLT & MINER, P.A.

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MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

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The Honorable Mayor and Members of the Town Commission
Town of Lake Park, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Lake Park, Florida, as of and for the year ended September 30, 2019, and have issued our report thereon dated August 26, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated August 26, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Findings 2017-1 and 2017-2 still apply in the current year and were in the prior two years' reports. Corrective actions have been taken to address all other prior year findings.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this Management Letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town of Lake Park, Florida met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify of the specific condition(s) met. In connection with our audit, we determined that the Town of Lake Park, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes, during the fiscal year ended September 30, 2019.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town of Lake Park, Florida. It is management's responsibility to monitor the Town of Lake Park, Florida's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was done as of the fiscal year end. The results of our procedures did not disclose any matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we have the recommendations noted below.

Finding 2017-1 Fund Reimbursements and Administrative Fees

Condition: The Town uses administrative fees, wage reclassifications, and transfers to apportion cost between funds. Transfers are also used for operating purposes between funds. The Town has not recently reviewed and updated these charges for accuracy or consistency in what is allocated and the process of how it is allocated.

Recommendation: We recommend that the Town update and review the allocations used and consider using administrative fees or wage reclassification for apportioning costs and transfers for operating purposes to simplify the process and reduce duplication of charges.

Finding 2017-2 Annual Financial Report

Condition: We noted that the audit report and the Annual Financial Report filed with the Florida Department of Financial Services for the fiscal year ended September 30, 2019 were not filed timely.

Recommendation: We recommend the Town review the financial reporting process and make any changes required to facilitate the timely preparation of financial reports

Finding 2019-1 Budget Amendments

Criteria: FS 166.241(4) requires that budget amendments be made within 60 days following the end of the fiscal year.

Condition: We noted that the Town made budget amendments subsequent to 60 days following the end of the fiscal year and also that there were errors in recording the budget and amendments to the General Ledger. The budget amendments made subsequent to the statutory deadline were adjusting amounts between departments and did not affect total appropriations. The errors recording the budgets and amendments did not include the General or CRA Funds.

Effect: Noncompliance with Florida Statutes and errors in the budgetary numbers in the general ledger.

Recommendation: We recommend that the budget in the general ledger be reviewed for proper postings and that all budget amendments be made timely.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Single Audits

The Town expended less than \$750,000 of federal awards and less than \$750,000 of state financial assistance for the fiscal year ended September 30, 2019, and was not required to have a federal single audit or a state single audit.

Response to Management Letter

The Town of Lake Park, Florida's responses to the findings identified in our audit are described in the attached letter dated August 28, 2020. We did not audit Town of Lake Park, Florida's responses and, accordingly, we express no opinion on them.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and state awarding agencies and pass-through agencies, the Town Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Nowlen, Holt + Mimer, P.A.

August 26, 2020
West Palm Beach, Florida



NOWLEN, HOLT & MINER, P.A.

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**INDEPENDENT ACCOUNTANT’S REPORT
ON COMPLIANCE WITH SECTION 218.415,
FLORIDA STATUTES**

BELLE GLADE OFFICE
333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

The Honorable Mayor and Members of the Town Commission
Town of Lake Park, Florida

We have examined the Town of Lake Park, Florida’s compliance with Section 218.415, Florida Statutes during the year ended September 30, 2019. Management of the Town of Lake Park, Florida is responsible for the Town of Lake Park, Florida’s compliance with the specified requirements. Our responsibility is to express an opinion on the Town of Lake Park, Florida’s compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town of Lake Park, Florida complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town of Lake Park, Florida complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risk of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town of Lake Park, Florida’s compliance with the specified requirements.

In our opinion, the Town of Lake Park, Florida complied, in all material respects, with Section 218.415, Florida Statutes for the year ended September 30, 2019.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, applicable management, and the Town Commission, and is not intended to be and should not be used by anyone other than these specified parties.

Nowlen, Holt & Miner, P.A.

West Palm Beach, Florida
August 26, 2020



Finance
Department

August 28, 2020

The Honorable Mayor, Vice-Mayor,
Town Commissions and Town Manager

RE: Response to the Report on Audit Findings
Management Letter required by the Rules of the
Auditor General for the State of Florida for the Fiscal
Year ended September 30, 2019.

2017-1 Fund Reimbursements and Administrative Fees

The Town will update and review the allocations used and use administrative fees or wage reclassification for apportioning costs and transfers for operating purposes to simplify the process and reduce duplication of charges. Effective 2019/2020 an indirect cost allocation methodology has replaced the administrative fees, wages reclassified and transfers.

2017-2 Annual Financial Report

The Town's Finance Department instituted a monthly review of all accounts and funds to facilitate the financial reporting and timely preparation of reports. The 2020 Annual Financial Report will be filed with the Florida Department of Financial Services by March 31, 2021.

2019-1 Budget Amendments

The Town will review the budget and general ledger for proper postings to ensure all budget amendments are made timely.

Should you have any questions or concerns about the above response, please contact me directly.

Sincerely,

Lourdes Cariseo
Finance Director

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3350
Fax: (561) 881-3358

www.lakeparkflorida.gov

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

Agenda Item No.

Agenda Title: Proclamation for Howard H. Butts, Employee of the Year for 2019

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: Proclamation

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager Bambi McKibbon-Turner Digitally signed by Bambi McKibbon-Turner
DN: cn=Bambi McKibbon-Turner, o=Town of Lake Park, ou=Assistant Town
Manager/Human Resources Director, email=btuner@lakeparkflorida.gov, c=US
Date: 15-12-2019 04:00

Name/Title

<p>Originating Department: Human Resources</p>	<p>Costs: \$ 500.00 Funding Source: Acct. # 001-51-512-105-15000 (FY 2020) <small>Digitally signed by Lourdes Cariseo DN: cn=Lourdes Cariseo, o=Town of Lake Park, ou=Finance Department, email=lcariseo@lakeparkflorida.gov, c=US Date: 2019.12.15 13:50:41.00Z</small> [] Finance <u>Lourdes Cariseo</u></p>	<p><u>Attachments:</u> Copy of Proclamation for Employee of the Year</p>
<p>Advertised: Date: _____ Paper: _____ [x] Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>BMT</u> OR Not applicable in this case _____ Please initial one.</p>

**PROCLAMATION
RECOGNIZING HOWARD H. BUTTS
AS THE 2019 EMPLOYEE OF THE YEAR**

WHEREAS; *Howard H. Butts* commenced his employment with the Town of Lake Park on March 25, 1991 as a Facilities Maintenance Worker I in the Town's Public Works Department; and

WHEREAS; because of the excellent caliber of his work, *Howard H. Butts* was promoted to the position of Equipment Operator II in the Public Works Facilities Maintenance Division on November 9, 1992; and

WHEREAS; in such role, *Howard H. Butts* was credited with numerous major accomplishments consisting of extensive sidewalk repairs, ballfield improvements and work on various public buildings throughout the Town of Lake Park; and

WHEREAS; on October 1, 1996, *Howard H. Butts* was promoted to the position of Facilities Maintenance Foreman where he was recognized for his leadership abilities and skills in ensuring that his division operated both efficiently and effectively; and

WHEREAS; because of the broad range of his expertise, from June until November of 2007 *Howard H. Butts* served as the Project Superintendent in the absence of an Operations Manager in the Public Works Department; and

WHEREAS; on November 20, 2008, *Howard H. Butts* was promoted to his current position of General Infrastructure Foreman, in which he exercises sound principles of supervision and management over projects pertaining to the Town's streets, sidewalks, grounds, drainage and building facilities; and

WHEREAS; *Howard H. Butts* is well known and widely recognized among Town management and staff because of his knowledge, his ability to work well with his co-workers and with the general public, and the perfectionism with which he completes whatever task is assigned to him; and

WHEREAS, throughout his employment with the Town of Lake Park, *Howard H. Butts* demonstrated himself to be an extremely valuable asset to the Public Works Department and to the Town of Lake Park; and

WHEREAS; the Town of Lake Park wishes to publicly recognize *Howard H. Butts* for his service and accomplishments.

NOW, THEREFORE, on behalf of the Commission of the Town of Lake Park, I, Michael O'Rourke, Mayor of the Town of Lake Park, do hereby publicly recognize and commend *Howard H. Butts* for his dedication to service and recognize him as the 2019 Employee of the Year.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 7th day of October 2020.

By: _____
Mayor Michael O'Rourke

Attest: _____
Vivian Mendez, Town Clerk

TAB 3

Vivian Mendez

From: Susan Earle <susacita@hotmail.com>
Sent: Thursday, July 9, 2020 11:09 AM
To: Vivian Mendez
Subject: 100th Anniversary of 19th Amendment & Constitution Week Proclamations
Attachments: Mayor Lake Park Proclamation in Honor of the 100th Anniversary of.docx; Sample Constitution Proclamation 2020_0.pdf

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Good morning Vivian,

I am requesting two proclamations from Mayor Michael O'Rourke:

Constitution Week September 17-23 Proclamation to be used in displays

And

100th Anniversary of the 19th Amendment (August 26) Proclamation also to be used in displays.

Enclosed are 3 sample constitution proclamations.

1 sample 100th Anniversary Proclamation. They can be modified if you desire.

I would like to receive the proclamations if approved about one week before their respective celebration.

Thank you,
Susan Ellen Earle
Chair Constitution Committee



Seminole Chapter, NSDAR

Proclamation in Honor of the 100th Anniversary of the 19th Amendment to the United States Constitution

Whereas, the year 2020 marks the 100th anniversary of the ratification of the 19th Amendment to the United States Constitution, guaranteeing and protecting women's right to vote; and

Whereas, this centennial offers an opportunity to commemorate a milestone of democracy; that the right of citizens of the United States to vote shall not be denied or abridged by the federal or state governments on account of sex; and

Whereas, we honor the women who led this movement, whose stories must not be lost to history. Florida's Ella C. Chamberlain, Tampa: 1892, began Woman's Suffrage Movement in Florida; Mary A. Nolan, Jacksonville: who picketed the White House in 1917, the oldest suffrage prisoner and "Night of Terror" survivor; and Julia (Harrison) Norris, Tampa: Chair of the NAWSA's Legislative Committee; and

Whereas, Florida holds a special place in women's suffrage history as thousands of Florida women advocated for the right to vote on the streets, in the newspapers, in the state capital and throughout this great state; and

Now, therefore, be it resolved that I, Michael O'Rourke, Mayor of Lake Park hereby recommend that residents and civic institutions honor the role of the ratification of the 19th Amendment in further promoting the core values of our democracy as promised by the Constitution of the United States;

Reaffirm the opportunity for students and adults to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; and

Reaffirm our desire to continue to strengthen democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19th Amendment.

IN WITNESS THEREOF, I, **Michael O'Rourke**, Mayor of the Town of Lake Park, Florida, have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 7th day of October, 2020.

Mayor, Michael O'Rourke

Town Clerk, Vivian Mendez

TAB 4

I am requesting two proclamations from Mayor Michael O'Rourke:

Constitution Week September 17-23 Proclamation to be used in displays

And

100th Anniversary of the 19th Amendment (August 26) Proclamation also to be used in displays.

Enclosed are 3 sample constitution proclamations.

1 sample 100th Anniversary Proclamation. They can be modified if you desire.

I would like to receive the proclamations if approved about one week before their respective celebration.

Thank you,

Susan Ellen Earle

Chair Constitution Committee



Seminole Chapter, NSDAR

Proclamation
Proclaiming Constitution Week

Whereas, September 17, 2020 marks the two hundred thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week.

Now Therefore, I , Michael O'Rourke, Mayor of the Town of Lake Park do hereby proclaim the week of September 17-23, 2020 as:

Constitution Week

And ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 7th day of October, 2020.

ATTEST:

By: _____
Mayor Michael O'Rourke

Town Clerk Vivian Mendez

TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **October 7, 2020** **Agenda Item No.**

Agenda Title: **Proclamation Proclaiming Mediation Week**

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

Approved by Town Manager *J. Wright* **Date:** 9-21-2020

Vivian Mendez – Town Clerk

Name/Title

Originating Department: Vice-Mayor Glas-Castro	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: . Email from Vice-Mayor Glas-Castro . Proclamation for Mediation Week
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VM</u> Please initial one.

Summary Explanation/Background:

Vice-Mayor Lawrence Gordon from the Town of Haverhill requested support of a proclamation in support of Mediation Week. Vice-Mayor Glas-Castro reached out through the Town Manager for support of this proclamation.

The purpose of this agenda item is to support the proclamation declaring Mediation Week from October 11-17, 2020.

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

Vivian Mendez

From: Kim Glas-Castro
Sent: Wednesday, September 16, 2020 6:25 PM
To: John D'Agostino; Vivian Mendez
Subject: Fwd: Mediation Week Proclamation

I'll bring this up tonight to include on the October agenda

Kim Glas-Castro
Vice Mayor
Town of Lake Park

Sent from my iPad

Begin forwarded message:

From: Lawrence Gordon <councilmanlawrencegordon@comcast.net>
Date: September 16, 2020 at 6:12:36 PM EDT
To: Kim Glas-Castro <kglas-castro@lakeparkflorida.gov>
Subject: Mediation Week Proclamation

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Great seeing you today. Thanks again for supporting me and the PBC Bar Assoc. during mediation week. Please acknowledge receipt of this email.

Proclamation Recognizing Mediation Week

Whereas, Florida has been a leader in recognizing and promoting mediation as an alternative to litigation; and

Whereas, administrative agencies and court programs use mediation to effectively and efficiently resolve disputes; and

Whereas, mediation empowers individuals to develop solutions to conflict that are tailored to their particular needs; and

Whereas, mediation increases the use of constructive and non-adversarial resolutions in court cases; and

Whereas, mediators promotes the use of innovative and effective problem-solving and alternative dispute resolution processes; and

Whereas, mediation is taught and practiced in many schools in Florida not only as a way of solving individual disputes but also as a means toward achieving a more peaceful society; and

Whereas, community-based mediation programs strengthen relationships by assisting in the resolution of neighborhood and community conflicts; and

Whereas, many businesses use mediation to solve their disputes with individuals and other businesses in an amicable and efficient manner; and

NOW THEREFORE, BE IT RESOLVED THAT I, Michael O'Rourke, Mayor of the Town of Lake Park, do hereby extend greetings and best wishes to all who are observing October 11 through 17, 2020 as:

Mediation Week

IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 7th day of October, 2020

ATTEST:

By: _____
Mayor Michael O'Rourke

Town Clerk Vivian Mendez

TAB 6

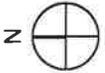
INTRACOASTAL

Lake Shore Park

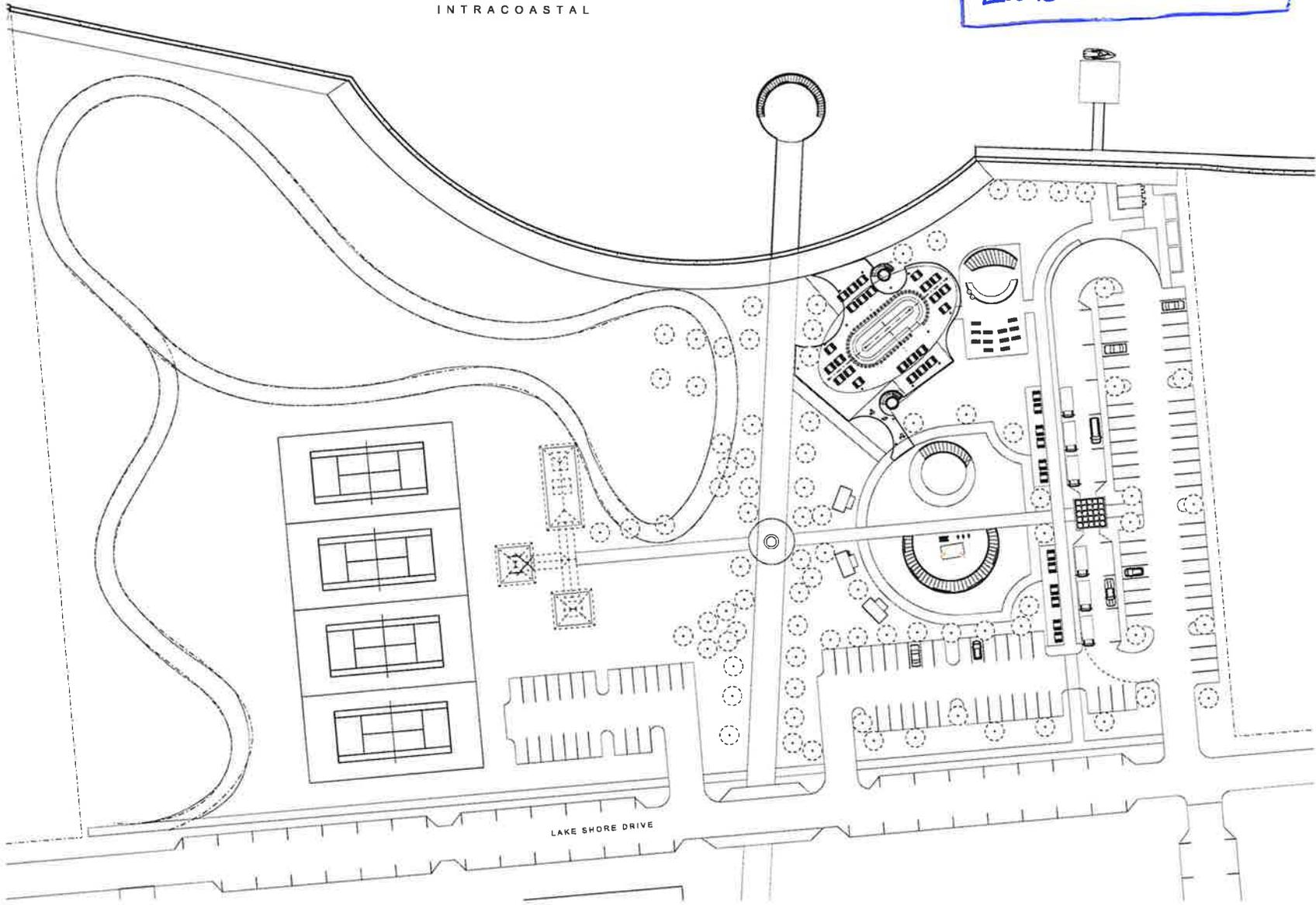


RD Architects
1900 SW 1st Avenue, Suite 607
Miami, Florida 33129
T: 786 762 2679, Email: info@rda-archin.com
www.rda-archin.com / AA26002510

March 4, 2020



OVERALL SITE PLAN
SCALE: 1/64" = 1'-0"



SITE PLAN
STUDY
SP-1



RD Architects
 1800 SW 1st Avenue, Suite 607
 Miami, Florida 33129
 T: 786 762 2679, Email: info@rda-archin.com
 www.rda-archin.com / AA2602510

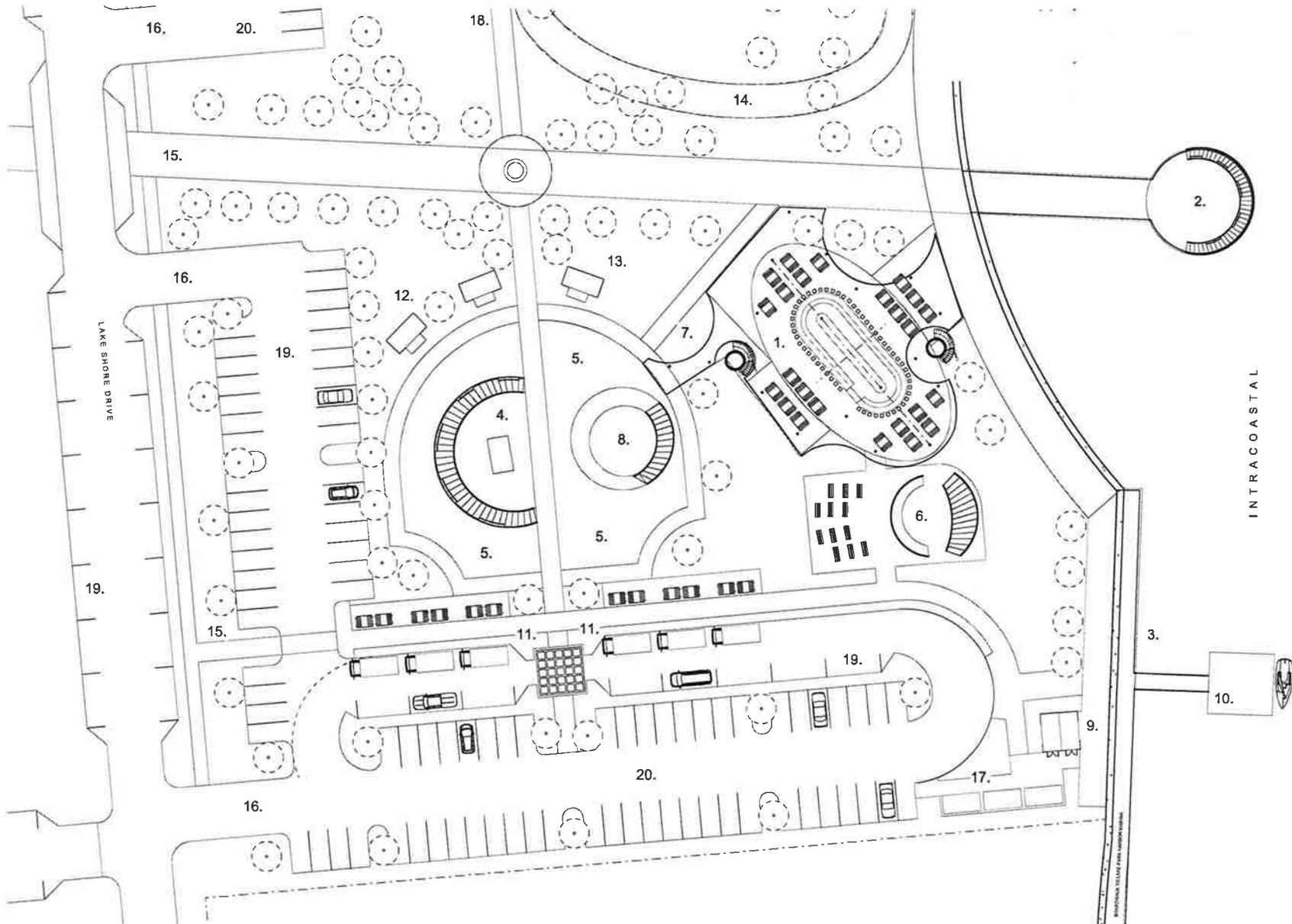
March 4, 2020



SCALE: 1" = 40'

LEGEND:

- 1. BAR PAVILION
- 2. FISHING PIER
- 3. BOARDWALK
- 4. KIDS PLAYGROUND
- 5. SEESAW AREA
- 6. LIVE MUSIC STAGE
- 7. FAMILY GAMES
- 8. SPLASH PAD
- 9. WATER SPORTS KIOSK
- 10. FLOATING DOCK
- 11. FOOD TRUCKS
- 12. ICE CREAM KIOSK
- 13. SMOOTHIES KIOSK
- 14. RUNNING TRAIL
- 15. PARK GATES
- 16. PARKING GATES
- 17. NEW PUBLIC RESTROOMS
- 18. EXISTING RESTROOMS
- 19. NEW PARKING
- 20. EXISTING PARKING



**SITE PLAN
 STUDY
 SP-2**

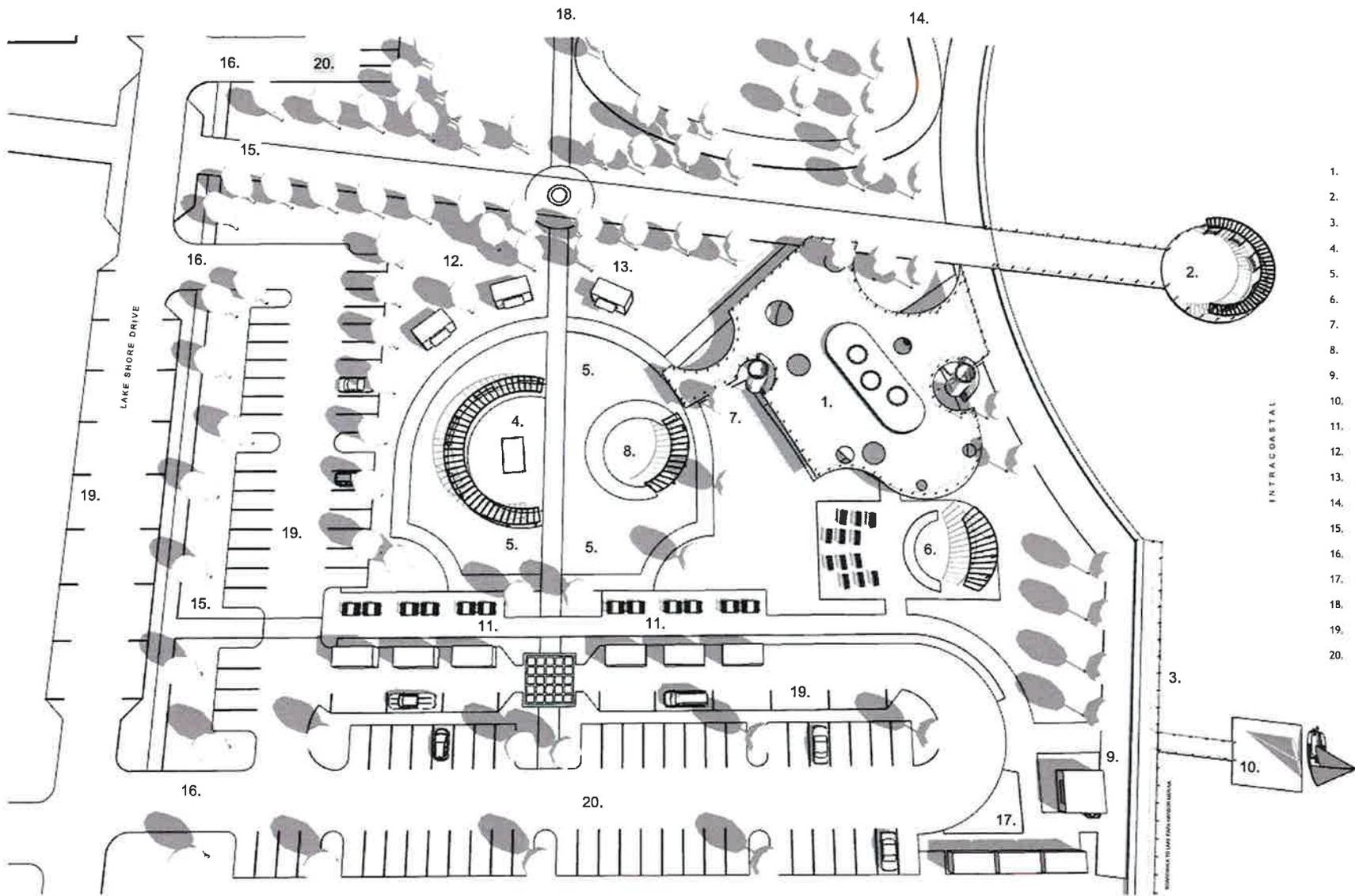


RD Architects
1800 SW 1st Avenue, Suite 607
Miami, Florida 33129
T: 786.762.2679, Email: info@rda-archin.com
www.rda-archin.com / AA26002510

March 4, 2020

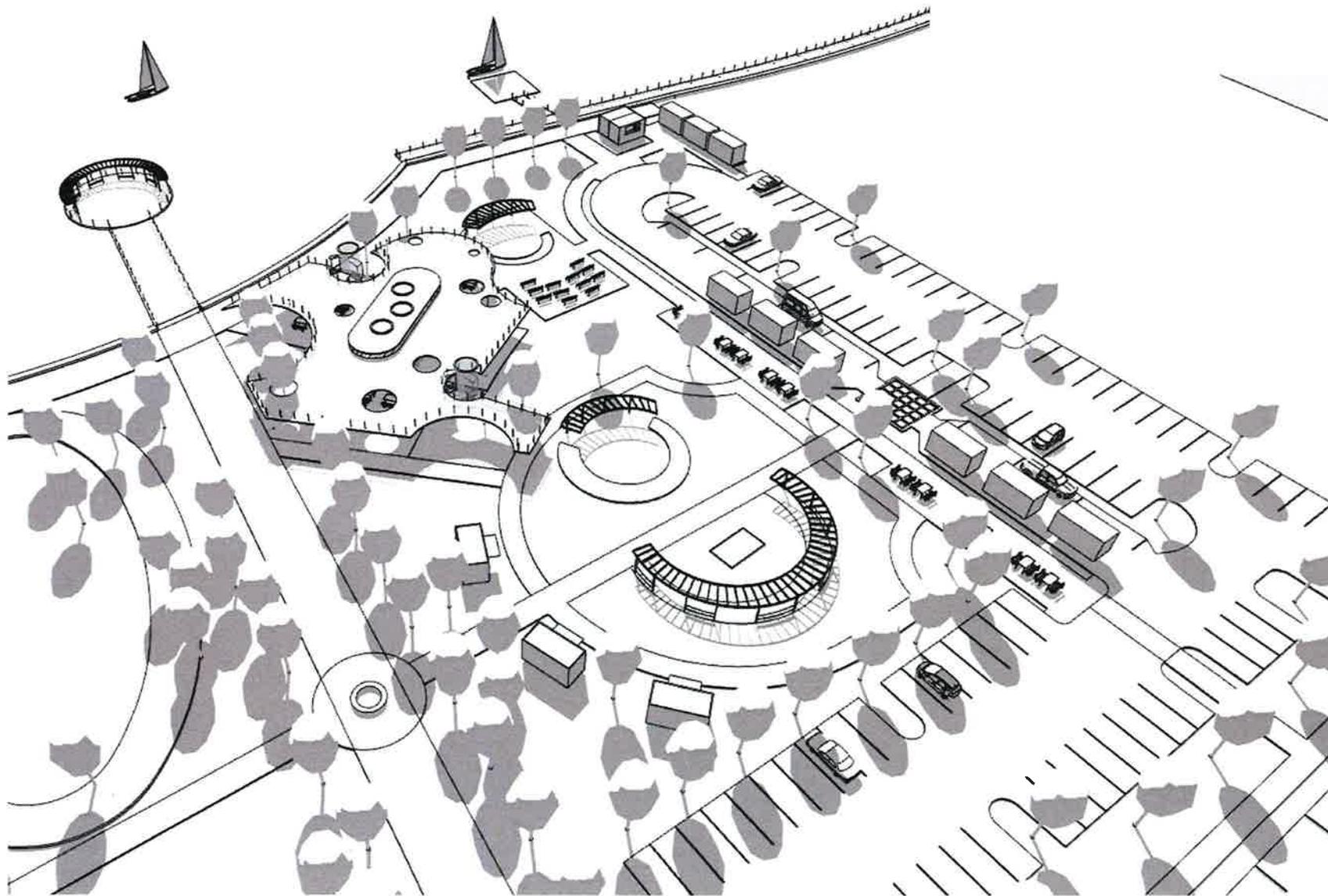
LEGEND:

- 1. BAR PAVILION
- 2. FISHING PIER
- 3. BOARDWALK
- 4. KIDS PLAYGROUND
- 5. SEESAW AREA
- 6. LIVE MUSIC STAGE
- 7. FAMILY GAMES
- 8. SPLASH PAD
- 9. WATER SPORTS KIOSK
- 10. FLOATING DOCK
- 11. FOOD TRUCKS
- 12. ICE CREAM KIOSK
- 13. SMOOTHIES KIOSK
- 14. RUNNING TRAIL
- 15. PARK GATES
- 16. PARKING GATES
- 17. NEW PUBLIC RESTROOMS
- 18. EXISTING RESTROOMS
- 19. NEW PARKING
- 20. EXISTING PARKING



Generic Perspective (3)

**SITE PLAN
STUDY
SP-3**



RD Architects
1800 SW 1st Avenue, Suite 907
Miami, Florida 33129
T: 786.762.2679, Email: info@rda-archint.com
www.rda-archint.com / AA26002510

March 4, 2020

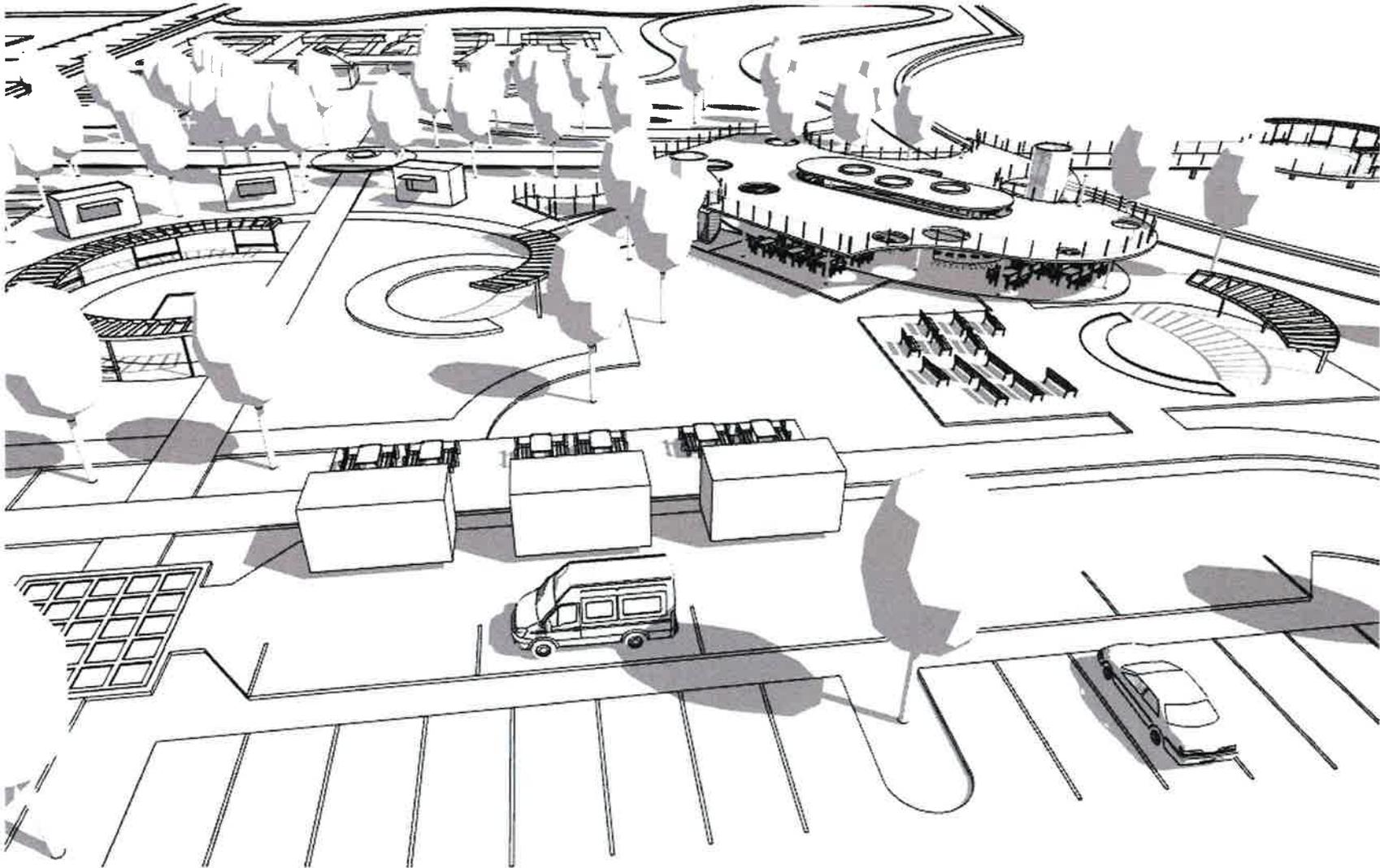
Generic Perspective (4)

SITE PLAN
STUDY
SP-4



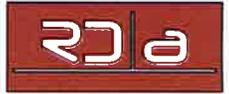
RD Architects
1800 SW 1st Avenue, Suite 607
Miami, Florida 33129
T: 786.762.2679, Email: info@rda-archi.com
www.rda-archi.com / AA26002510

March 4, 2020



Perspective View

SITE PLAN
STUDY
SP-5



RD Architects
1800 SW 1st Avenue, Suite 607
Miami, Florida 33129
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www.rda-archini.com / AA26002510

March 4, 2020



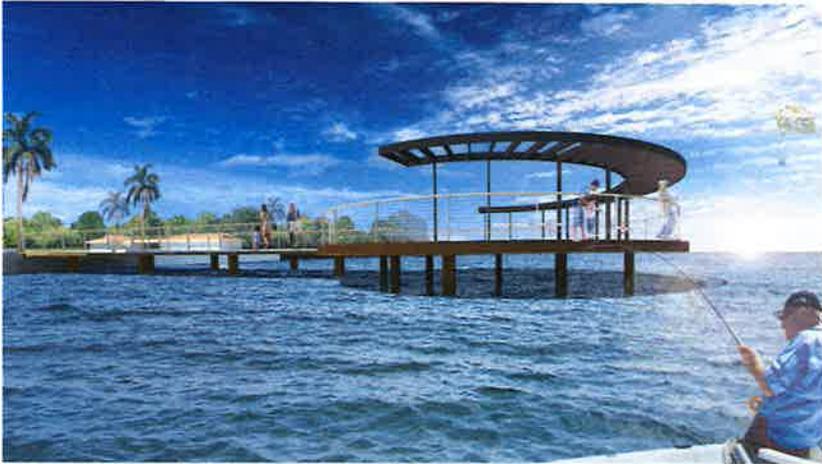
Bird View

**SITE PLAN
STUDY
SP-6**



RD Architects
1800 SW 1st Avenue, Suite 607
Miami, Florida 33129
T: 786.762.2679, Email: info@rda-archint.com
www.rda-archint.com / AA26002510

March 4, 2020



Fishing Pier & Belvedere Structure



Live Music Performance Stage



Boardwalk, Floating Dock & Canoe Rental Kiosk



Ice Cream & Smoothies Kiosks

**SITE PLAN
STUDY
SP-7**



RD Architects
1800 SW 1st Avenue, Suite 507
Miami, Florida 33129
T: 786.762.2679, Email: info@rda-archint.com
www.rda-archint.com / AA26002510

March 4, 2020



Kids Playground



Bar Shed



Food Truck Promenade

**SITE PLAN
STUDY
SP-8**

Consent Agenda

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **October 7, 2020**

Agenda Item No.

Agenda Title: September 14, 2020 First Public Budget Hearing Meeting Minutes.

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

Approved by Town Manager *SMR* **Date:** 9-21-2020

Vivian Mendez, Town Clerk
 Name/Title _____

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

Recommended Motion: To approve the September 14, 2020 First Public Budget Hearing Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Virtual First Public Budget Hearing
Meeting Minutes
Monday, September 14, 2020, 6:30 PM
Via Zoom**

The Town Commission met for the purpose of a Virtual First Public Budget Hearing Meeting on Monday, September 14, 2020 at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. 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 60-09-20 Adopting the Proposed Millage Rate for Fiscal Year 2020-2021.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; 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 2020/2021; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager D'Agostino explained that a Budget Transmittal Letter was provided with the budget (see Exhibit "A"). The Commission discussed at length the proposed millage rate and its impact on the budget. They discussed how grant funds could be used over the next fiscal year. Vice-Mayor Glas-Castro asked what capital improvement projects are being set aside due to insufficient funds. Town Manager D'Agostino stated that projects like updating the generators to Town facilities and installing a generator at the Library. In addition building a data center to place the servers in a data center. He explained that the data center would also include a record retention area.

Finance Director Cariseo shared a chart, which reflects how the budget would be effected should the millage rate change (see Exhibit "B").

The Commission discussed additional reductions could be made to the budget. Finance Director Cariseo explained that reductions had been made to the budget prior to this meeting. If the Commission wished to reduce the budget more, staff could reduce Travel & Training and Memberships as a starting point.

Motion: Commissioner Flaherty moved to adopt Resolution 60-09-20 setting the millage rate at 5.3474; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

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

Motion passed 4-1.

2. Resolution 61-09-20 Adopting a Tentative Budget for Fiscal Year 2020-2021

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, 2020, AND ENDING SEPTEMBER 30, 2021, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Town Manager D'Agostino was available to answer any questions. Vice-Mayor Glas-Castro asked what the total salary increase was based on the salary survey. Finance Director Cariseo stated \$75,000 for the next two-year period, if approved by the Commission. Vice-Mayor Glas-Castro stated that she did not vote in favor of the salary increases this year because she did not feel it was appropriate to do so given the Town's revenue limitation and the unknown for the next fiscal year. The majority of the Commission directed staff to include it to the budget. She stated that this was the only concern she had with this budget and was not sure if she would be supportive of the salary increases next year. Commissioner Linden stated that he was in favor of the salary increases, but was against several staff members receiving a large salary increase, which already have high salaries and the other lower salaried employees are not getting much of an increase. He stated that with so many still on unemployment he could not support this budget.

Motion: Commissioner Flaherty moved to adopt Resolution 61-09-20; Commissioner Michaud seconded the motion.

Vice-Mayor Glas-Castro

Vote on Motion:

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

Mayor O'Rourke	X		
----------------	---	--	--

Motion passed 4-1.

Finance Director Cariseo explained that an advertisement would run in Sunday's edition for the Final Public Budget Hearing, which was scheduled for Wednesday, September 23, 2020 at 6:30 p.m. in the Commission Chamber of Town Hall.

PUBLIC COMMENT: None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino had no comments.

Commissioner Linden asked if there a specific order in which the millage rate and budget was approved. He explained that this was the second budget he participated and was confused with the order in which the millage and budget were approved. He thought that assumptions were made by approving the Community Redevelopment Agency budget in August, before the proposed millage rate was established. Mayor O'Rourke explained that during the first budget meeting in July the Commission set the "not to exceed" maximum millage rate. He explained that staff must file certain information to the State by a specific date in July. Then during tonight's meeting the Commission discussed if the millage rate should be lowered, which the Commission discussed and came to a conclusion.

Commissioner Michaud had no comments.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro had no comments.

Mayor O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Glas-Castro and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 7:52 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2020

Exhibit "A"

September 10, 2020

Re: Budget Transmittal Letter

Dear Mayor Michael O'Rourke, Vice Mayor Kim Glas-Castro and Members of the Town Commission and the Residents of Lake Park:

The purpose of this Budget Transmittal Letter is to highlight the changes to the Operating and Enterprise Budgets for the upcoming 2020-2021 Fiscal Year.

The budget process begins with the submittal of department initiatives. Budget initiatives may result in budget increases if incorporated into the operating budget. Budget initiatives originate with Department Directors and forecast what departments need to increase services or enhance program services. Budget initiatives are essential to department heads because budget initiatives are what each department needs to manage their departments adequately.

The operating budget for the 2020-2021 fiscal year is balanced without increasing the millage rate, which remains at 5.3474. The Fire MSTU is 3.458. Together, the total millage rate is 8.8055. The state has capped the millage rate at \$10.00 per \$1,000. The millage rate will raise \$3,949,407 in budget revenue. Without an increase in property values, our budget revenue stream will see a significant reduction. The budget will increase by \$260,271 in new property value revenue to support a budget of more than \$9,703,864. The difference is made up from other revenue sources outside of the millage rate.

This fiscal year, rather than focus on numbers, the budget message will provide the reader with what we intend to accomplish during this budget cycle concerning programs, services, infrastructure, etc. The budget is subject to change and is a fluid planning document of priorities the Town hopes to accomplish between October 1, 2020 and September 31, 2021.

The financial condition of the Town continues to improve. **The Taxpayer Accountability and Transparency Project in Tallahassee rated the Town's budget an "A" budget.** We will continue to provide myriad public services to our residents. Over the past few years, young residents have moved into Lake Park. Young families continue to find Lake Park affordable and are moving to the Town in more significant numbers. We must provide families with the services they desire to remain a livable community. Our vision for the Town continues to resonate with young families and has contributed to the growth of this demographic segment among our residents.

Development of Nautilus 220 will break ground in the new fiscal year. The investment of \$180 million will increase developer interest in the US Federal Hwy corridor. Such development will diversify our tax base and increase revenue at a time critical to the financial future of our community.

The library recently received a grant for \$68,485.00 for the purchase of laptops and a kiosk to clean, store and charge the laptops. There is a possibility of also purchasing furniture through this grant, however, the Town plans to purchase new carpeting and furniture with one-time funding from the Master Development Fee from the Nautilus 220 project.

As COVID restrictions continue to loosen, and with the possibility of a vaccine on the horizon, Special Events will evaluate and possibly resume activities when science dictates the reopening of everyday activities. If so, during this budget year, we plan to resume the Sunset Celebrations, Easter Egg Hunt, and summer camp and utilize 800 Park Avenue in the CRA for indoor activities open to residents of Lake Park.



Office of the
Town Manager

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3304
Fax: (561) 881-3314

www.lakeparkflorida.gov

MILLAGE RATE:

The millage rate will remain at 5.3474 unless the Commission votes to reduce the millage. This rate has remained steady for the past five fiscal years. The increased property tax bills are a result of an increase in property value, not the millage tax rate. The largest increase in property value continues to occur within the CRA boundaries of the Town.

HOMESTEAD EXEMPTION:

Homestead exemptions provide a tax break of \$665,632 to qualified homeowners each fiscal year.

WHAT THE BUDGET WILL PROVIDE TO RESIDENTS AND BUSINESSES:

CAPITAL PROJECTS:

- The CRA parking lot will provide lighting and parking for approximately 138 vehicles. The project will help alleviate parking concerns for businesses within the CRA. Funding for the parking lot will come from the One Cent Sales Tax. The estimated cost is \$724,285.
- Drainage project for Lake Shore Drive. The drainage project will include green infrastructure in the form of bioswales that will naturally filter significant amounts of water from the Town's drainage system before it discharges into the Intracoastal Waterway (Lake Worth Lagoon). The total project cost is approximately \$6.5 million (including the \$1.1 million cost to Seacoast Utility for water and sewer upgrades). The actual drainage cost is \$5.4 million. Funding will come from FEMA (\$3.4 million) and One Cent Sales Tax (\$2.0 million). THERE WILL NOT BE A SPECIAL ASSESSMENT FOR THIS PROJECT. The financial structure of this project saves taxpayers about \$5.4 million by not implementing a special assessment for the drainage work. A redesigned streetscape with west side parking, wider sidewalks, and period lighting will part of the project.
- Our infrastructure is as old as the Town of Lake Park, which was founded in 1917 and incorporated in 1923. For many years, both the Town Administration and the Town Commission failed to update the drainage infrastructure or to extend drainage to other areas of the Town. This year, we plan to spend \$360,000 in stormwater funding to upgrade Town infrastructure.
- With the use of CDBG Funds, the budget will fund the acquisition and installation of new playground equipment at Lake Shore Park. We hope to add new sections to the playground over the coming years.
- Public-Private Partnership for the Lake Harbor Marina. By leveraging private sector dollars, the Marina will be able to implement the vision of the Town Commission to upgrade the facility to a resort-style Marina and to expand the Marina for larger vessels. A Public-Private Consultant will negotiate a Public-Private Partnership Agreement to achieve the vision of the Town Commission. The consultant will manage the upgrades to the Marina, as well. The Town's portion of the cost is \$180,000 for the consultant. The construction phase will be an additional element of the contract, with a total cost of over \$300,000. The selected private developer will pay the majority of the additional costs beyond the \$180,000. The Marina will remain in the ownership of the Town, and access to the water from the Marina will remain open to the public. Boat access to the water will be from the two public boat ramps (which may be relocated from their existing location).
- During this fiscal year, the Commission will decide how to use the \$1.8 million paid by Nautilus 220 developers for public improvements, including public art projects in the immediate area of the development project.

CRA BUDGET:

The CRA budget benefits residents and businesses within the CRA district. The ad valorem taxes paid to the CRA from the County is \$473,069.00. By State Statute, the Town must contribute \$871,192 to the CRA, for a total of \$1,344,192.00. The budget will fund landscaping services, decorative displays, street lighting and business development grants totaling \$125,000, as well as grant incentives totaling \$62,500 for businesses to relocate or expand within the CRA boundaries. The CRA budget proposes to provide up to \$147,800 in revolving loans to businesses in the CRA for expansion or relocation of businesses into the CRA or existing businesses to expand in the CRA. The budget also increases the hours of policing along the Park Avenue area (from the 700 to 900 blocks and 10th Street).

The CRA continues the marketing campaign for Live, Work, and Recreate within the district.

ONE CENT SALES TAX REVENUE:

Sales tax revenue passed by Palm Beach County residents benefits the Town of Lake Park through supplemental funding for road construction projects, road work and related infrastructure purchases including surveillance cameras and license plate readers with a five year or greater life expectancy. The town received \$2,084,494 in surtax funds. The balance is \$1,061,570.

ENTERPRISE FUND BUDGETS:

Public Works Department Streets and Road Fund Budget:

The Public Works Department and Road Fund Budget will remain unchanged with no additional funding. The budget appropriates \$30,000 in funding to continue the sidewalk repair program, which is now in its fourth year. The budget will support \$29,000 in traffic and speed signs throughout the Town. Further, the Town is mandated by 2022 to have new school zone signage in place. Both are achievable with the proposed budget amount of \$29,000.

Marina Fund Budget:

The Marina Fund will show a deficit due to the unexpected pandemic-related closure of the Marina. Each year, the Marina fund has shown a slight deficit, which increased when the Marina was required to close for three months due to COVID-19. Fuel sales were down, while slip fees remained steady for the last fiscal year. One of the most considerable challenges to the Marina budget continues to be the funding of large-scale capital projects. However, with the Public-Private Partnership on the horizon, large-scale capital projects for the Marina will be achieved by the Private Developer chosen by the Town Commission. The expansion of the Marina will be necessary to maintain a greater degree of profitability for the Marina.

Stormwater Utility Fund Budget:

Two fiscal years ago, the Commission in office at that time voted to increase the Stormwater Utility Fund. As a result of that leadership decision, we will be able to implement significant green infrastructure projects to improve drainage and filter drainage discharge before entering the Lake Worth Lagoon. Finally, we will be able to begin the expansion of drainage infrastructure to those areas of Town without drainage. The implementation of the Master Drainage plan is underway. Within the next 10 years, we plan to achieve drainage resiliency in the most bio-friendly way. Bioswales, rain gardens, and rain barrels will hold drainage water on property longer, resulting in clean drainage discharge to the Lake Worth Lagoon.

The budget will allocate \$360,000 focused on drainage projects. Whether for the lining of drainage pipes or the redesign of drainage under the Lake Shore Drive bridge, such work must be achieved in partnership with the Florida Department of Transportation District IV. The Lake Shore Drive drainage addressed earlier ends at the bridge and the 60-inch drainage pipe. This past fiscal year, the Stormwater Fund financed emergency repairs of this pipe. Further investigation revealed that additional infrastructure work is necessary further west of the emergency repair work.

The budget supports the purchase of a street sweeper for \$259,871, which was made through a lease-purchase agreement. The budget will support annual payments of \$55,506 through 2024, of which \$6,948.00 is interest.

Sanitation Fund Budget:

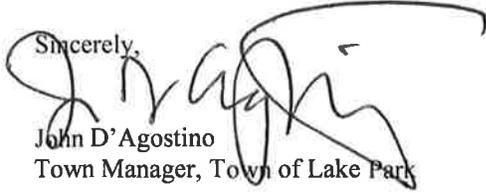
The Sanitation fund will, for the first time in several years, see an increase in the budget. The rate increase is \$1.62 per month, or a total increase of 9%. The rate increase will result in a budget of \$1,963,733 for the fiscal year 2020-2021. The increase for single-family homes, mobile homes, and multi-family units of five or less increased from \$215.49 to \$234.88 for the year. The total yearly increase is \$19.29 per household. Multi-family units greater than five housing units is increasing from \$145.93 to \$159.06, or a \$13.13 yearly increase. Next fiscal year and beyond, the percentage increase will be 5% per year over four years. Sanitation costs for disposal and the purchase of equipment, including capital purchases, salary increases, automobile insurance, continue to increase.

CONCLUSION:

The Budget for the new fiscal year 2020-2021 is balanced without significant changes in departmental service levels. The Administration looks forward to working with the Commission to further the goals and objectives of both the Commission and the administration, as together we continue to move the Town in a positive direction.

Staff would like to thank the Commission members for their insight, vision, and direction, as together we have balanced the budget with the best intentions of the Town at heart.

Sincerely,

A handwritten signature in black ink, appearing to read "John D'Agostino". The signature is fluid and cursive, with a large loop at the end.

John D'Agostino
Town Manager, Town of Lake Park

Exhibit "B"

0	Millage	Values	Taxes	Ad Valorem Taxes after Millage Reductions	General Fund Reduction	CRA Reduction	Total Reduction in Ad Valorem
Reduction in Millage	5.3474 0.05	777,437,788.00 777,437,788.00	\$3,949,407 \$36,928	3,914,399	31,939	4,989	\$36,928
Reduction in Millage	5.2409 0.1065	777,437,788.00 777,437,788.00	\$3,870,750 \$78,657	3,840,543	68,030	10,627	\$78,657
Reduction in Millage	5.1884 0.159	777,437,788.00 777,437,788.00	\$3,831,975 \$117,432	3,766,686	101,567	15,865	\$117,432
Reduction in Millage	4.9289 0.4185	777,437,788.00 777,437,788.00	\$3,640,317 \$309,090	3,692,829	267,332	41,758	\$309,090
Reduction in Millage	4.8796 0.4678	777,437,788.00 777,437,788.00	\$3,603,906 \$345,501	3,618,973	298,824	46,677	\$345,501

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: *Oct 7, 2020*

Agenda Item No.

Agenda Title: September 16, 2020 Regular Commission Meeting Minutes.

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

Approved by Town Manager *[Signature]* **Date:** *9-17-2020*

[Signature] *9/17/20*

Shaquita Edwards, MPA, MMC

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

Recommended Motion: To approve the September 16, 2020 Regular Commission Meeting Minutes.



Minutes
Town of Lake Park, Florida
Regular Commission Meeting Minutes
Wednesday, September 16, 2020, 6:30 PM
Town Hall Commission Chamber
535 Park Avenue, Lake Park, FL 33403

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, September 16, 2020 at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. D'Agostino, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

SPECIAL PRESENTATION/REPORT:

1. Proclamation in Honor of the 100th Anniversary of the 19th Amendment.

Per Consensus, the Commission postponed the presentation of the Proclamation in Honor of the 100th Anniversary of the 19th Amendment to the October 7, 2020 Regular Commission Meeting.

2. Proclamation in Honor of Richard G. Scherle

Mayor O'Rourke presented the Proclamation in Honor of Richard G. Scherle. Town Manager D'Agostino and Mayor O'Rourke expressed gratitude to Mr. Scherle for his service to the Town of Lake Park. Mr. Scherle thanked the Town of Lake Park Commission and Staff.

PUBLIC COMMENT:

None

CONSENT AGENDA:

3. September 2, 2020 Virtual Regular Commission Meeting Minutes.

4. Resolution 62-09-20 Authorizing and Directing the Mayor to Sign, and the Town Clerk to Sign and Affix the Town Seal to, the Grant Agreement with Palm Beach County for Funding Through the Community Development Block Grant Program for the Purchase of Playground Equipment for Lake Shore Park.

Town Manager D'Agostino announced the grant totaled \$49,000.00. He explained that the playground equipment would be installed during Fiscal Year 2020/2021

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

Vote on Motion:

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

Motion passed 5-0.

NEW BUSINESS:

5. Resolution 63-09-20 Authorizing and Directing the Town Manager to Obtain for Fiscal Year 2021 the Employee Medical Insurance through CIGNA Open Access Plus; and, to Renew the Employee Dental Insurance with MetLife.

Town Manager D'Agostino explained the item.

Motion: Commissioner Michaud moved to approve Resolution 63-09-20; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

6. Resolution 64-09-20 Authorizing and Directing the Town Manager to Renew Property and Casualty Insurance Coverage through the Florida Municipal Insurance Trust for Fiscal Year 2021.

Town Manager D'Agostino, Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner, and Rodney Lewis (Gehring Group) explained the item. Mayor O'Rourke and Vice-Mayor Glas-Castro thanked Mr. Lewis for advocating for the Town of Lake Park.

Motion: Commissioner Michaud moved to approve Resolution 64-09-20.; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

7. Town-Wide Budget Update.

Town Manager D'Agostino provided a routine update of expenditures. Finance Director Lourdes Cariseo explained that a Fiscal Year 2019/2020 Budget Amendment would be presented to the Commission at a Regular Commission Meeting in November 2020.

PUBLIC COMMENT: None

FUTURE AGENDA SUGGESTIONS: None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino announced the comments listed within Exhibit "A". The Commission and audience viewed the Town of Lake Park "We Are Open" videos. Town Manager D'Agostino explained that the videos would be posted on the Town of Lake Park Social Media platforms.

Commissioner Linden announced he planned to collaborate with the Lake Park Kiwanis Club for a future event titled "Breakfast with Santa." He announced that a Gold Star Bridge Dedication would take place on Wednesday, September 23, 2020, 10:00 a.m.-11:00a.m.; 703 Jack Nicklaus Drive, North Palm Beach, FL 33408. He announced that the Lake Park Diversity Council would host a Racial Equity training via Zoom on Thursday, September 24, 2020 5:30 p.m.-8:00 p.m. He announced that Ken Bowers of Operation Hope would host a Drive-Thru Thanksgiving Turkey Giveaway on Monday, November 23, 2020.

Commissioner Michaud announced he was happy to be amongst his peers. Additionally, he wished his Mother a Happy Birthday.

Commissioner Flaherty announced he was happy to be amongst his peers.

Vice-Mayor Glas-Castro announced she had received a request to recognize Mediation Week in October 2020. Per Consensus, a Proclamation recognizing Mediation Week would be presented a future Regular Commission Meeting. She announced a Virtual Florida League of Cities Legislative Policy Committee Meeting was scheduled for Friday, September 18, 2020 at 10:00 a.m. She questioned the reopening of activities and Special Events in the Town of Lake Park. Discussion ensued regarding various requests for events; Town Manager D'Agostino explained that he would follow-up with Special Events Director Riunite Franks.

Mayor O'Rourke announced he had received a request to host a Rust Market Event. He expressed frustration with the phase two reopening strategies of Palm Beach County. He suggested an initiative for a Brewery/Pub Crawl Transit System. He asked for an update regarding the installation of bike racks in the Community Redevelopment Agency District. Town Manager D'Agostino explained that the bike racks would be installed

during Fiscal Year 2020/2021. He announced the Grand Opening of a new restaurant on Friday, September 18, 2020, 748 Park Avenue, Lake Park, FL 33403.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Michaud and seconded by Vice-Mayor Glas-Castro, and by unanimous vote, the meeting adjourned at 7:34 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards, MPA, MMC

Town Seal

Approved on this _____ of _____, 2020

TOWN MANAGER COMMENTS

SEPTEMBER 16, 2020 – TOWN COMMISSION MEETING

COVID-19 UPDATE

This is to let you know that according to the Florida Department of Health website there are 152 cases for the Town of Lake Park according to data through 9/15/2020 and as verified as of today at 9:25 a.m.

COMMUNITY DEVELOPMENT

PADD workshop will now be held right before the Commission meeting on October 21st there may be a special presentation by a developer who would like to share ideas on repurposing Lake Shore Park at the October 7th Town Commission meeting (Nautilus-Peter's group)...a future public workshop is needed before anything is decided and this will be coordinated by staff once we can accommodate a larger group

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

Agenda Item No.

Agenda Title: September 23, 2020 Final Public Budget Hearing Meeting Minutes.

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

Approved by Town Manager *J. R. C. [Signature]* Date: 9-29-2020

Shaquita Edwards 9/25/20

Shaquita Edwards, MPA, MMC

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

Recommended Motion: To approve the September 23, 2020 Final Public Budget Hearing Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Final Public Budget Hearing
Meeting Minutes
Wednesday, September 23, 2020, 6:30 PM
535 Park Avenue, Lake Park, FL 33403
Commission Chambers**

The Town Commission met for the purpose of a Final Public Budget Hearing Meeting on Wednesday, September 23, 2020 at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, and Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Interim Library Director Judith Cooper led the pledge of allegiance.

PUBLIC HEARING:

1. Resolution 65-09-20 Adopting the Millage Rate for Fiscal Year 2020-2021. Tab 1

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; 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 2020/2021; PROVIDING FOR AN EFFECTIVE DATE

Town Manager D'Agostino provided a brief summary of the item.

Motion: Vice-Mayor Glas-Castro moved to adopt Resolution 65-09-20 setting the millage rate at 5.3474; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 4-1.

2. Resolution 66-09-20 Adopting a Final Budget for Fiscal Year 2020-2021

Tab 2

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPERATE 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, 2020, AND ENDING SEPTEMBER 30, 2021, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Town Manager D’Agostino provided a brief summary of the item.

Motion: Commissioner Flaherty moved to adopt Resolution 66-09-20 adopting a Final Budget for Fiscal Year 2020-2021; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

Town Manager D’Agostino thanked the Town Commission and Staff for their involvement in completion of the budget process. He explained the Palm Beach County Tax Assessors had alluded a future adjustment or value reduction of property due as a result of COVID-19. He explained that the rate of economic recovery would determine the extent of the value reduction in 2021/2022.

PUBLIC COMMENT: None

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D’Agostino had no comments.

Commissioner Linden announced the Members of the Town of Lake Park Tree Board had their first meeting on Monday, September 21, 2020. He commended Town Clerk Mendez for organizing the meeting and providing the Board Members with information. Mayor O’Rourke suggested Mr. James Sullivan as a future Tree Board Member. Commissioner Linden announced the Diversity Council Meeting regarding Racial Equity would be held on Thursday, September 25, 2020, 5:30 p.m.-8:00 p.m. He suggested a review of the Town Code as related to the Parking of Commercial Vehicles. He

announced a Community Benefits Show would be held on Saturday, October 3, 2020, 12:00 p.m.-4:00 p.m.; informational flyers are forthcoming.

Commissioner Michaud thanked the Town for providing the individual budget meetings for members of the Commission.

Commissioner Flaherty had no comments.

Vice-Mayor Glas-Castro announced that Assistant to the Town Manager Janet Perry had help to create a Town of Lake Park Team for the Run, Creep or Crawl Challenge. She explained the challenge was virtual and welcomed additional participants. She announced the Read for the Record virtual event to promote literacy for young readers. She announced the virtual event would be held on Thursday, October 29, 2020. Interim Library Director Judith Cooper announced that October 15, 2020 was the deadline to submit the list of participants for the virtual event. She explained the restrictions of live-streaming and copyright protections for the selected reading material. A brief discussion ensued regarding live streaming and logistics for the virtual event.

Mayor O'Rourke announced that he and Town Manager D'Agostino had attended a bridge dedication in honor of Colonel Berkson on Wednesday, September 23, 2020.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Michaud and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 7:10 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards, MPA, MMC

Town Seal

Approved on this _____ of _____, 2020

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

Agenda Item No.

Agenda Title: Approval of Replacement of Library Air Conditioning Unit

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

Approved by ^{ACTING} Town Manager *Barbara McMillon* Date: 9/24/2020

Dwayne Bell
Dwayne Bell, Sr., /Operations Manager - Interim Public Works Director

Originating Department: Public Works	Costs: \$13,121 Funding Source: Facilities Maintenance Acct. # 001-408-64100 <input type="checkbox"/> Finance <u><i>L. Larios</i></u>	Attachments: -Quotes from vendors • Altman Air • Cmi
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>DB</i></u> Please initial one.

Summary Explanation/Background:

One of the Library's air conditioning systems has reached the end of its useful life. The unit is 12 years old, and due to age and environmental conditions, the unit has failed. The main lobby of the Library has experienced higher temperatures due to the failure of this air conditioning system and without its replacement; the temperatures in the affected area of the Library will become unbearable for staff and patrons.

Staff reached out to three contractors to request quotes to remove the nonfunctioning unit and replace it with a new system; Custom Mechanical, Inc. (CMI) and Altman Air Conditioning were the only two that responded. CMI offered the same services at a lower cost (\$13,121).

Recommended Motion:

I move that the Commission approve the contracted services for CMI to remove and replace the air conditioner system for \$13,121.

**TOWN OF LAKE PARK
TELEPHONE QUOTE FORM**

For Purchases \$500.00 through \$9,999.99

Dept: Public Works

Date: 9/4/2020

Awarded To: CMI

Complete detailed description of purchase needed:
Replacement of the broken A/C unit.

Vendor Quote #1	
Company: <u>CMI</u>	Quoted Price: <u>13,121</u>
Telephone #: <u>561-844-1004</u>	Contact Person: <u>Mark Carlson</u>

Vendor Quote #2	
Company: <u>Altman</u>	Quoted Price: <u>21,500</u>
Telephone #: <u>561-863-8663</u>	Contact Person: <u>Ron Stauffer</u>

Vendor Quote #3	
Company: <u>Mechanical Air</u>	Quoted Price: <u>No Quote</u>
Telephone #: <u>561-848-6227</u>	Contact Person: <u>Customer service</u>

Vendor Quote #4	
Company: _____	Quoted Price: _____
Telephone #: _____	Contact Person: _____

Signature of Caller: Dbell, Sr.

Date: 9/4/2020

Department Approval: Dbell, Sr.

Date: 9/4/2020



Altman Air Conditioning

Mechanical Contractors

1125 Old Dixie Highway, Suite #10
Lake Park, Florida 33403
561-863-8663 FAX: 561-842-8106



PROPOSAL

DATE
9/1/2020

QUOTE #
0000026378

CUSTOMER #

0000010

LOCATION

Town Of Lake Park
Att: Finance Department
535 Park Avenue
Lake Park FL 33403

SUBMITTED TO:

Town Of Lake Park
Att: Finance Department
535 Park Avenue
Lake Park FL 33403

ATTENTION	SALES REPRESENTATIVE	PAYMENT TERMS	PRICE IS VALID FOR
Dwayne Bell	RON STAUFFER	NET 30	30 days from Proposal Date

DESCRIPTION OF WORK TO BE PERFORMED

Reference: Replace Entire 10 Ton Unit - Roof Library

Purchase 1 -10 ton Condenser & 2 - 5 ton Air Handlers

Ready all the equipment for removal from the roof
 With a Crane Remove the units from the roof & discard as per EPA Guidelines
 Replace the rusted Curb Cap under Condenser
 Fly the new units to the roof
 Tie Down Condenser to Existing Roof Curb
 Install the air handlers in the spots they are now
 Pipe into the new condenser
 Hook up the electrical
 Hook up the ductwork
 Leak check our work & pull appropriate vacuum (500Microns or Less)
 Fill the system with refrigerant
 Start the Units & Top off the charges according to manufacture guidelines
 Clean Job Site

Price Of Above Described Work 21,500.00

Altman Air Provides a 1 Year Parts & labor Warranty on all Work we Perform
The Manufacture supplies a 5 year parts only warranty on the compressors

Excluded from this proposal - Permitting(If a permit is Required Altman Air will only Charge what the Municipality charges us usually about 3 % of the job total)
Excluded - Painting, Patching, Engineering, Wind Load Calculations- Subcontractors Work - any work not listed in the above scope of work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's compensation Insurance.

Authorized Signature: _____ **Date:** _____

Acceptance of Proposal: The above process specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. It is further agreed that the seller (Altman Air Conditioning Co., Inc.) will retain title to any equipment or material furnished until final & complete payment is made. If settlement is not made as agreed, the seller shall have the right to remove same and seller will be held harmless for any damages resulting from the removal thereof.

Acceptance Signature: _____ **Date:** _____

**SYSTEM
PROPOSAL**

Date: 8-11-2020



Custom Mechanical, Inc.

AIR CONDITIONING & ELECTRICAL
 202 OLD DIXIE HIGHWAY
 LAKE PARK, FL 33403
 PHONE: (561) 844-1004 • FAX: (561) 844-1074
 Email: Info@cmiac.com
 Lic. #CAC1817971 / EC0002042

Proposal Submitted To:

Name: Town of lane park

Address: 640 OLD DIXIE HWY

City, State Zip: LAKE PARK FL 33403

Phone: 561-881-3345

Job location if different:

Name: LIBRARY

Address: _____

City, State Zip: _____

Phone: _____

Piping		Air Distribution		Miscellaneous	
<input checked="" type="checkbox"/> Auxiliary Drain Pan	_____	_____ New Supply Plenum	_____	<input checked="" type="checkbox"/> All Required Permits	_____
<input checked="" type="checkbox"/> Float Switch	_____	_____ New Return Plenum	_____	<input checked="" type="checkbox"/> Dispose of Old Equipment	_____
<input checked="" type="checkbox"/> New Line Set - Size: <u>3/8" x 7/8"</u>	_____	_____ Flex Duct System	_____	_____ Line Chase	<input checked="" type="checkbox"/> CURB CAP
_____ Drain: _____	_____	_____ Smoke Detector	_____	_____ Freeze Stat	_____
_____ Condensate Pump: _____	_____	_____	_____	<input checked="" type="checkbox"/> Crane Rental	_____ x _____ Slab
<input checked="" type="checkbox"/> Standard Thermostat: _____	_____	_____ New Electric Service	_____	_____ 5" Filter & Housing	_____
_____ WiFi Thermostat: _____	_____	_____ New Disconnect	_____	_____ UV Light	_____
				_____ Air Purification	

All work performed to be in a neat and professional manner by CMI professional technicians. Sweeping, dusting, and vacuuming will be accomplished at the conclusion of each day's work and all debris removed from the premises. Warranties are provided Monday-Friday, 8am-5pm (excluding holidays), Any after-hour warranty call is subject to after-hours fee. Warranties do not cover fuses, belts, filters, clogged drains or existing parts and materials.

HORIZONTAL _____ VERTICAL

	Standard		
Manufacturer	Carrier		
SEER / BTUh	14		
Tonnage / Heat Size	(2) 5TON/5KW		
Air Handler	(2)FB4CNP060L		
Condenser	(2)CA14NA06000G		
Thermostat			
Labor Warranty	1 Year		
Parts Warranty	1 Year		
Comp Warranty	5 Year		
Sub Total	\$12447		
Electrical	\$674		
Extended Warranty			
Additional Required			
Rebate (UT or Manf)			
Final Investment	\$13121		
Cash Discount			

Customer Signature: **CONNECT TO EXISTING DUCTWORK, ELECTRIC PANEL, SMOKE DETECTOR**

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020 **Agenda Item No.**

Agenda Title: Resolution Recognizing Florida City Government Week, October 19-25, 2020

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

Approved by Town Manager *[Signature]* **Date:** 9-30-2020

Riunite Franks, Special Events Director
Name/Title *Ruth C. Franks*

Originating Department: Special Events	Costs: \$ 50.00 Funding Source: Budget Acct. # 600-48000 <input type="checkbox"/> Finance <u><i>Raised</i></u>	Attachments: Resolution League of Cities' Notice
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the *Florida City Government Week* annually in October. They ask its member municipalities to recognize this occasion with a Resolution supporting the important role that municipal government and their employees play in the lives of their citizens. This year, Florida City Government Week will take place October 19-25, 2020. Annually, the Town of Lake Park recognizes Florida City Government Week by partnering with Lake Park Baptist School and Lake Park Elementary School to provide a day of activities for their 5th grade students. Due to COVID-19 this partnership will take place later in the school year. Once students are able to go on field trips the Special Events Department will work with each school to find a day or multiple days in

which the students can safely take a tour of Town Hall and the Lake Park Library, participate in a Mock Commission Meeting and view demonstrations by the Public Works department and PBSO. In the meantime, the Special Events Department will highlight all Town departments on our social media pages as a way to recognize Florida City Government Week. The posts will appear from October 19-25 and will feature photos and videos.

Recommended Motion:

I move to adopt the Resolution 67-10-, 2020, recognizing Florida City Government Week, October 19-25, 2020.

RESOLUTION NO. 67-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 19-25, 2020 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, municipal government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, *Florida City Government Week* is a very important time to recognize the important role played by municipal government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, *Florida City Government Week* offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

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

Section 1. The foregoing recitals are adopted as true and correct findings of the Town Commission.

Section 2. That the Town of Lake Park does encourage all citizens, municipal government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 3. That the Town of Lake Park does encourage educational partnerships between municipal government and schools.

Section 4. That the Town of Lake Park does support and encourage all municipal governments to actively promote and sponsor *Florida City Government Week*.

Section 5. This Resolution shall take effect upon adoption.



During **Florida City Government Week**, held annually in October, cities across the state celebrate, showcase and engage citizens in the work of municipal government.

Florida City Government Week is a time for municipalities to provide and foster civic education, collaboration, volunteerism and more. All cities are encouraged to participate, and the Florida League of Cities is here to help you celebrate what makes your city great.

Visit the Florida City Government Week portal, FLCityWeek.com, for this year's dates.

Cities provide a higher level of service than most governments and generally receive higher approval ratings than other levels of government. Yet, many residents are unaware of how city services impact their lives. Through **Florida City Government Week**, the League hopes to bring awareness to city government's role in enhancing the quality of life in communities.

Civic engagement activities can be held for citizens of all ages. Most are at no or low cost. Cities are encouraged to involve their local schools, civic clubs, organizations, businesses and media in planning **Florida City Government Week** activities through:

Sharing: Showcase facilities; municipal employee jobs; equipment; and fire, police or utility vehicles. Host city hall open houses, have a breakfast with the mayor or bring students into the council chambers.

Service: Coordinate community service and volunteering events in partnership with local organizations.

Talent: Hold an essay, photography, multimedia, video or design showcase or contest.

This packet includes ideas and materials for celebrating **Florida City Government Week**, publicity tips and strategies, a sample press release and a sample resolution.

More information and resources, as well as a downloadable **Florida City Government Week** logo, are available at FLCityWeek.com. If you've never participated and would like additional ideas, check out the Quick Links on the portal to view how cities across Florida have celebrated in the past.

Cities are encouraged to use social media to celebrate and promote their events using the hashtag **#FLCityWeek** and to share event reminders, updates and interesting facts via Twitter and Facebook.

When your event is over, please share photos and a summary of your activities with the Florida League of Cities using the submission form at FLCityWeek.com, so we can include them in *Quality Cities* magazine.

If you have any questions, contact Sharon Berrian or Eryn Russell at 850.222.9684.

TAB 12



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

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 AMENDMENT THREE TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK; AND PROVIDING AN EFFECTIVE DATE

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE
- NEW BUSINESS – RESOLUTION**
- OTHER
- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date: 9-28-2020

Nadia Di Tommaso / Community Development Director

Name/Title

<p>Originating Department:</p> <p style="text-align: center;">Community Development</p>	<p>Costs: \$ None at this time (other than legal review)</p> <p>Funding Source:</p> <p>Acct. #</p> <p><input type="checkbox"/> Finance _____</p>	<p>Attachments:</p> <ul style="list-style-type: none"> → Resolution [REDACTED] with Exhibit A → Resolution 58-08-19 (Second Amendment) that also includes the original ILA and First Amendment as backup
<p>Advertised:</p> <p>Date: N/A</p> <p>Paper:</p> <p><input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>OR</p> <p>Not applicable in this case <i>ND</i></p> <p>Please initial one.</p>

Summary Explanation/Background:

Please refer to the enclosed Resolution. This is an amendment to the original Interlocal Agreement (ILA) entered into with Palm Beach County for the parking area located on the northeast corner of US-1 and Silver Beach Road. As the Town

Commission may recall, a one-year extension was granted last year to afford the necessary time to the Town to work through the Request for Qualifications (RFQ) process to award a contract for P3 (public-private or PPP) partnership consultant services. The County was kept informed on our process and is asking that the Town first approve the proposed Third Amendment to the ILA (that grants an additional year), after which the County Commission will consider it for approval. The Town's RFQ award is on the agenda this evening as well as a separate agenda item.

HISTORY

On November 16, 2010, the County and Town entered into an Interlocal Agreement which provided the Town with \$2.4 Million for acquisition of .8 acres of land adjacent to the Marina for expansion of boat trailer parking. The Town closed on the acquisition in December of 2010 using the County's grant funding. The Interlocal Agreement required the Town to complete the boat trailer parking lot expansion, which the Town did. The Interlocal Agreement also required the Town to reconfigure the trailer parking lot and develop a pedestrian promenade, which the Town has not pursued pending adoption of changes to its Comprehensive Plan and zoning regulations (LDRs) designed to encourage high intensity mixed-use redevelopment. The Town adopted the contemplated changes to its Comprehensive Plan and zoning regulations (LDRs) and sought the County's approval to move forward with an alternative P3 (public-private partnership or PPP) process to select a developer for redevelopment of the Town's Marina property, including the property purchased with County grant funding and other adjacent privately owned property. An Amendment Two to the Interlocal Agreement was approved on August 7, 2020 for a one year period in order to grant the Town the necessary time to work through an RFQ for P3 consultant services and award this contract. Since the one-year timeframe has expired, County Staff is recommending that an additional year to complete the P3 (PPP) process as it relates to solidifying a development contract for the Marina area with a selected developer.

Recommended Motion: I move to "APPROVE" Resolution [REDACTED] 68-10-20

RESOLUTION NO. 68-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT THREE TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, Amendment Three is further defined and enclosed as **Exhibit “A”**, attached hereto and incorporated herein.

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

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

Section 2. **Exhibit “A”** is enclosed.

Section 3: This Resolution shall take effect upon execution.

(intentionally left blank)

EXHIBIT "A"

**AMENDMENT THREE TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT THREE TO INTERLOCAL AGREEMENT is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

W I T N E S S E T H:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, on March 11, 2014 the COUNTY and MUNICIPALITY entered into Amendment One to the Interlocal Agreement (R2014-0356) to modify the work to be performed in Phases 1A and 1B of the project and extend the required time frames for completion; and

WHEREAS, the MUNICIPALITY desires to obtain proposals from private developers to redevelop the Marina, boat trailer parking and surrounding privately owned properties;

WHEREAS, on June 18, 2019, County and Municipality entered into Amendment Two to Interlocal Agreement (R2019-0892) ("Amendment Two") to allow Town to utilize the Public Private Partnership (PPP) process to select a developer for redevelopment of the Marina and surrounding properties and extended all time frames for performance under the Agreement for one (1) year; and

WHEREAS, Town has engaged a consultant, Strategic Development Initiatives, Inc. to assist the Town in conducting and documenting the PPP process, but needs another one (1) year extension in order to complete the PPP process.

WHEREAS, COUNTY is willing to further extend all time frames for Municipality's performance of its obligations hereunder for an additional year.

NOW, THEREFORE, the parties hereto agree as follows:

1. The timeframe for completing the Request for Proposals and/or the Public Private Partnership process provided in Section 3 of Amendment Two is hereby extended for a period of one (1) year from the date hereof.
2. Capitalized terms not defined within this Amendment Three shall have the same meaning herein as within the Interlocal Agreement.
3. Except as modified by Amendment One, Amendment Two and this Amendment Three, the Interlocal Agreement remains unmodified and in full force and effect.

EXHIBIT "A"

IN WITNESS WHEREOF, the parties have caused this Amendment Three to Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

By: _____
Department Director

WITNESSES:

TOWN OF LAKE PARK

Signature

By: _____
Michael O'Rourke, Mayor

Print Name

Signature

Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Municipality Attorney

RESOLUTION NO. 58-08-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK (R2019-0892); AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, Amendment Two is further defined and enclosed as R2019-0892, attached hereto and incorporated herein as **Exhibit “A”**.

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

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

Section 2. R2019-0892 is enclosed as **Exhibit “A”**.

Section 3: This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud 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 ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 58-08-19 duly passed and adopted this 7 day of August, 2019.

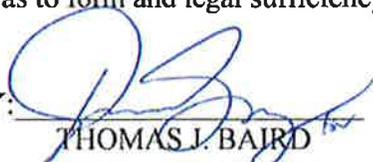
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT TWO TO INTERLOCAL AGREEMENT is made and entered into on August 7, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, on March 11, 2014 the COUNTY and MUNICIPALITY entered into Amendment One to the Interlocal Agreement (R2014-0356) to modify the work to be performed in Phases 1A and 1B of the project and extend the required time frames for completion; and

WHEREAS, the MUNICIPALITY has been unable to obtain funding to complete the work and requires assistance from private developers in order to complete the project; and

WHEREAS, the MUNICIPALITY desires to obtain proposals from private developers to redevelop the Marina, boat trailer parking and surrounding privately owned properties; and

WHEREAS, COUNTY is willing to extend all time frames for Municipality's performance of its obligations hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. The MUNICIPALITY shall issue a Request for Proposals, and/or utilize the Public Private Partnership procurement process established under F.S. Section 255.065, seeking developers willing to redevelop the Marina, boat ramp and trailer parking areas, and surrounding privately owned property. The Town shall provide COUNTY staff with drafts of the procurement documentation for County staff review and comment.
2. All proposals must incorporate as many as possible existing boat trailer parking spaces within the proposed development on the ground floor of parking garages or surface parking areas, and provide a boat ramp comparable to the existing ramp. In addition, proposals must include within the mix of proposed development, the promenade, restaurants, retail, residential units and other uses which provide increased public access to and use of the waterfront and Marina.
3. The MUNICIPALITY shall complete the Request for Proposals and/or the Public Private Partnership process within one (1) year of the date hereof and shall present the proposal selected by MUNICIPALITY as the most responsive to the Board of County Commissioners for their review. If the Board finds that the proposal selected by MUNICIPALITY meets the

requirements of this Interlocal Agreement and fulfills the objectives of the Waterfront Bond issue, the parties shall negotiate a further amendment documenting the actions required by MUNICIPALITY to implement said proposal and the time frame therefor. If the Board does not approve the selected proposal and enter into a further amendment to this Interlocal Agreement, the Town shall be obligated to repay the grant funding provided to MUNICIPALITY.

4. Capitalized terms not defined within this Amendment Two shall have the same meaning herein as within the Interlocal Agreement. Except as modified by this Amendment Two, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment Two to Interlocal Agreement to be executed on the day and year first above written.

R2019 0892 JUN 18 2019

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Mack Bernard, Mayor



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

TOWN OF LAKE PARK

[Signature]
Signature

By: [Signature]
Mayor

Vivian Mendez
Print Name

[Signature]
Signature

Shaquarta Edwards
Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Municipality Attorney

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

R 2010 19 43 NOV 1 6 2010

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

FILE NUM 20100490854 OR BOOK/PAGE 242780231 DATE: 12/29/2010 14:22:53 Pgs 0231 - 243 (13pgs)
Sharon R. Book, CLERK & COMPTROLLER

WHEREAS, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling then to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

WHEREAS, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

WHEREAS, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

WHEREAS, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

WHEREAS, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

WHEREAS, the TOWN will operate and maintain the Project upon its completion; and

WHEREAS, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

WHEREAS, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

ARTICLE 6: ACCESS AND AUDITS

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461
With a copy to:

County Attorney
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

EXHIBIT "A"

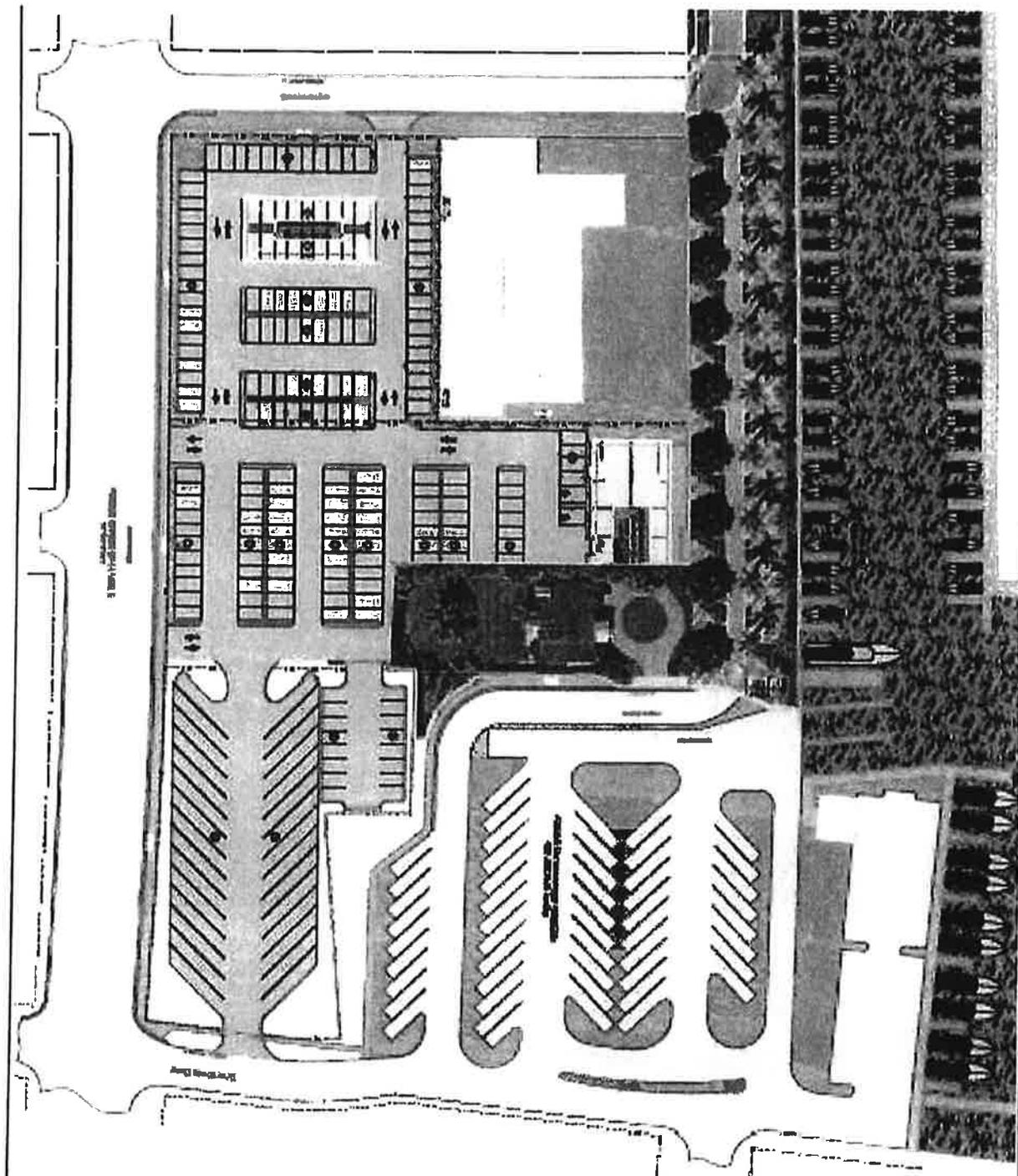
Project Description

PHASE I

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
Future Projects Dependent on Public Sector Funding and Private Investment		
PHASE II		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

EXHIBIT "B"
CONCEPTUAL SITE PLANS

See separate attachment.



<p>PROJECT: [illegible]</p> <p>DATE: [illegible]</p> <p>SCALE: [illegible]</p>	<p>DESIGNED BY: [illegible]</p> <p>DRAWN BY: [illegible]</p>
--	--

22

1. The total number of units is 1,200.

2. The total number of units is 1,200.

3. The total number of units is 1,200.

<p>UNIT TYPE</p> <p>NO. OF UNITS</p>	<p>1-BED</p> <p>2-BED</p> <p>3-BED</p>
<p>1,000</p> <p>200</p> <p>0</p>	<p>1,000</p> <p>200</p> <p>0</p>

EXHIBIT "C"

COST ESTIMATE

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
Future Projects Dependent on Public Sector Funding and Private Investment		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

EXHIBIT D

LEGAL DESCRIPTION OF THE PROEPRTY

Parcel Identification Number: 36-43-42-20-01-114-0160

LEGAL DESCRIPTION

Portions of Lots 16 through 24 and 28 through 31, Inclusive Block 114, according to the Plat of LAKE PARK (formerly Kelsey City), Florida, as recorded in Plat Book 8, at page 23, in and for the records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9°01' 57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85°19'00" East along the Southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North 3°07'00" West a distance of 100.03 feet, to a point in the Northerly line of Lot 31 aforesaid; thence South 85°19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West, and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US Highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2°27'21", distance of 246.86 feet to the point of intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88°06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10°55'57", a distance of 50.0 feet to the Point of Beginning.

ATTEST:

TOWN OF LAKE PARK

By: Vivian M. Lemley OF LAKE PARK
 Vivian M. Lemley, Town Clerk

SEAL

By: Desca DuBois
 Desca DuBois, Mayor

FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Thomas J. Baird
 Thomas J. Baird, Town Attorney

R 2010 19 43 NOV 16 2010
 BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

ATTEST:

By: Marcy Powell Deputy Clerk

By: Karen T. Marcus, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
 County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Audrey Wolf
 Audrey Wolf, Director
 Facilities Development & Operations

R2014-0356

**AMENDMENT ONE TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT ONE TO INTERLOCAL AGREEMENT is made and entered into on MAR 11 2014, 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R-2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Interlocal Agreement regarding closure of Lake Shore Drive and configuration of the parking areas and pedestrian promenade.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.04. Town shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the project within 24 months of the date of this Amendment One.

2. Phases IB and IIA of the Project Description attached as Exhibit "A" to the Interlocal Agreement are hereby replaced with the descriptions of those Phases attached as Exhibit "A" to this Amendment One.

3. The Conceptual Site Plan attached as Exhibit "B" to the Interlocal Agreement is hereby replaced with the Conceptual Site Plan attached hereto as Exhibits "B-1 and B-2" to this Amendment One.

4. Except as modified by this Amendment One, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment One to Interlocal Agreement to be executed on the day and year first above written.

R2014 0356 MAR 11 2014

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER



By: _____
Deputy Clerk

By: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

[Signature]
Signature
Vivian Mendez
Print Name

TOWN OF LAKE PARK
By: [Signature]
Mayor

[Signature]
Signature
Janet R. Miller
Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

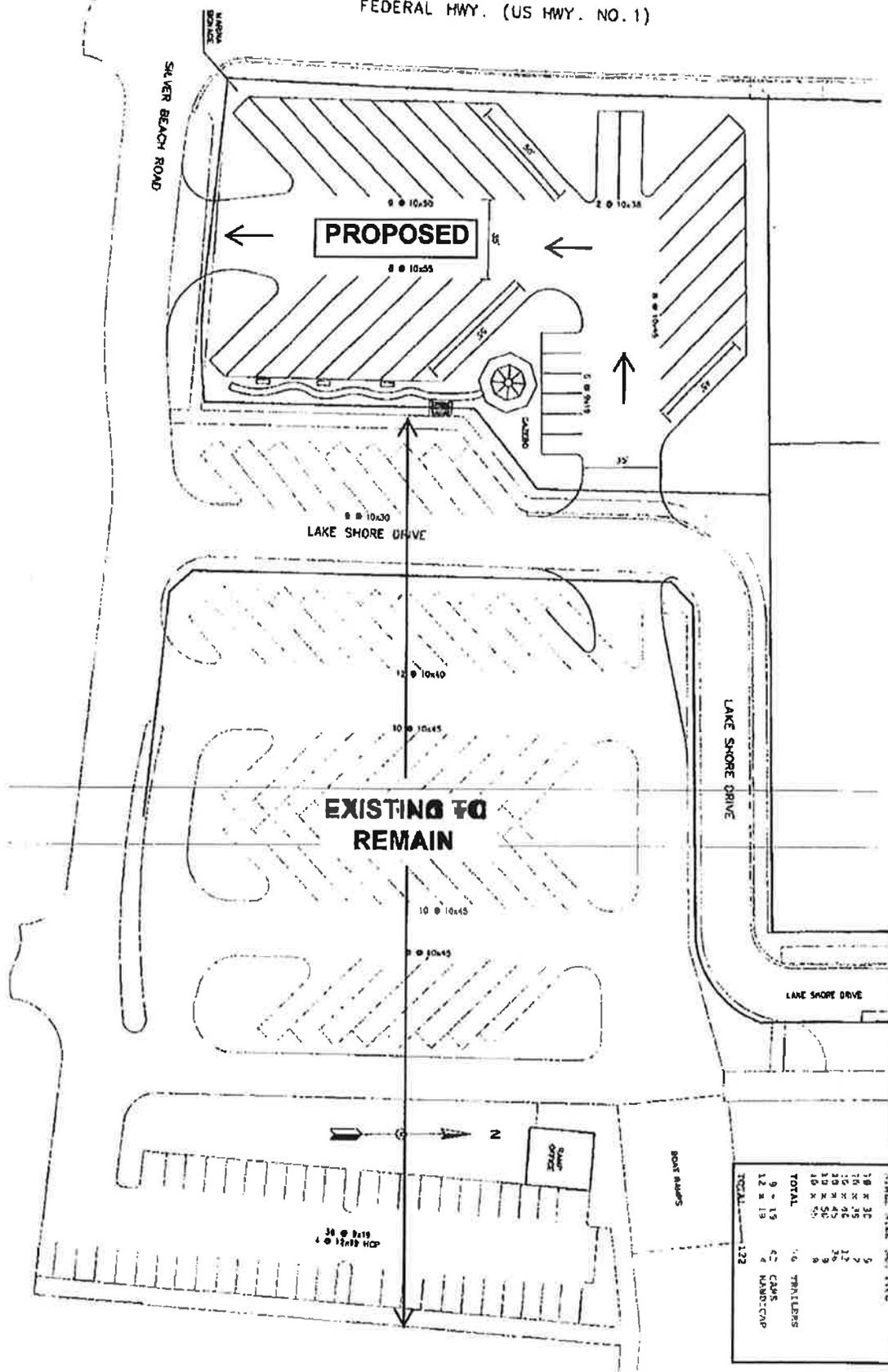
By: [Signature]
Municipality Attorney

EXHIBIT "A"

Project Description

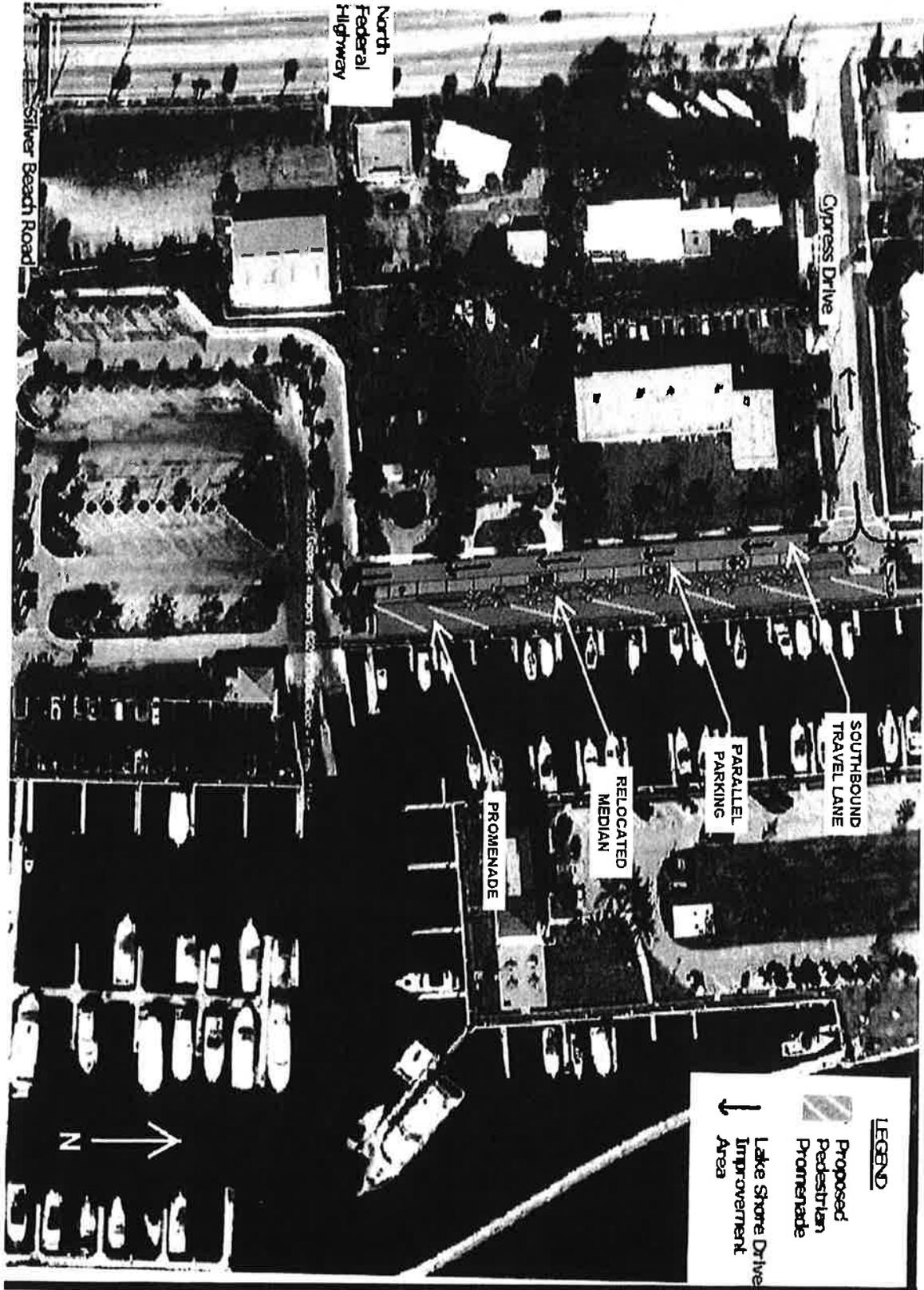
B.	Boat Trailer Parking Lot Renovation	<p><i>This phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land as well as the integration of the existing lower lot with the upper lot. With the integration of the two lots, the traffic pattern through the integrated lots, as well as ingress and egress onto Silver Beach Boulevard, will be modified to ensure that a much safer flow of boat trailer traffic will be reached. The acquired upper lot will provide an additional 30 27 (twenty seven) boat trailer parking spaces along with 46 6 (six) standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42 37% and thus enable more pedestrians and boaters to access the water.</i></p>
<p>Future Projects Dependent on Public Sector Funding and Private Investment</p> <p>PHASE II</p>		
A.	Pedestrian Promenade	<p><i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close approximately 460 feet of the northbound lane of traffic of the southernmost section of Lake Shore Drive (retaining, rather than eliminating, 12 public parking spaces) and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i></p>

EXHIBIT B-1
CONCEPTUAL SITE PLAN
TRAILOR PARKING LOT RECONFIGURATION
 FEDERAL HWY. (US HWY. NO. 1)



18 x 30	5
10 x 45	2
10 x 45	12
10 x 45	7
10 x 45	9
10 x 45	8
10 x 45	8
TOTAL	62 TRAILERS
9 x 15	42 CAMPS
12 x 15	4 HANDICAMP
TOTAL	122

EXHIBIT B-2
CONCEPTUAL SITE PLAN
LAKE SHORE DRIVE/PEDESTRIAN PROMENADE RECONFIGURATION



New Business

TAB 13



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

Agenda Item No.

Agenda Title: PUBLIC IMPROVEMENT FUND DISCUSSION.

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

Approved by Town Manager *[Signature]* Date: 9.30.2020

Nadia Di Tommaso Community Development Director
Name/Title *[Signature]*

Originating Department: <p style="text-align: center;">Town Manager/Community Development</p>	Costs: \$None at this time Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: <p style="text-align: center;">→</p>
Advertised: Date: Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>ND</u> Please initial one.

Summary Explanation/Background:

As the Town Commission may recall, the Nautilus mixed-use project, approved in December 2019, required a public improvement fund contribution equal to 1% of the project value, payable to the Town within 2 days of development order approval. Consequently, the developer submitted \$1.8M to the Town which the Finance Department has kept in a separate fund, pending allocation. With the recent advancements on the public-private (P3) partnership solicitation package, Staff now has its first initiative (with an associated dollar amount) for which the public improvement fund dollars can be considered. As the Town Commission may also recall, the Town Code specifies the following as it relates to the Public Improvement Fund in Section 78-84(l)(2):

Public improvement fund.

a. A separate public improvement fund shall be identified or established by the town. All public improvement height bonus assessment payments from new development within the Federal Highway mixed use district shall be deposited into this fund and the funds shall be kept separate from any other town funds. The fund shall be used by the town for the improvement of any public amenity or use within the FHMUDO or as identified on any of the FHMUDO regulating plans found in Appendix A of

*this code section. Use of such funds shall be determined by the town commission and be for, but **not** limited to, the following:*

- i. Historic preservation and adaptive reuse.*
- ii. Park improvements and activation.*
- iii. Streetscape improvements.*
- iv. Transit and commuter programs.*
- v. Landscape improvements.*

Essentially, the above code section purposely incorporates flexibility so that it could be adapted to a variety of projects and initiatives within the redevelopment corridor. The P3 focuses on redeveloping the Town's public asset (the Marina) to incorporate a resort-style marina, along with additional public amenities and uses within the parking areas, is a perfect example of a public improvement in the redevelopment area. The US-1 corridor regulating plans also identify the Marina itself and the park areas as being contributing factors to the redevelopment of the corridor.

With the P3 collaboration on the immediate horizon as our next step towards redevelopment in an effort to incorporate additional public amenities and uses, along with additional connections to the waterfront, Staff is recommending that the first 10% (i.e. \$180,000) of the public improvement fund is allocated towards the P3 contract. This requires Town Commission approval. The award of the P3 contract is on the agenda this evening for Commission consideration as well.

If the \$180,000 is allocated from the fund, the fund will have a remaining \$1,620,000 that can then be utilized for any additional projects and initiatives that meet the above scope (with flexibility). The Nautilus developer will also pay a master development permit fee that is estimated at \$2M +/- which is separate from the public improvement fund and can be used towards separate initiatives town-wide. Some additional projects that are currently being discussed for possible future consideration include:

- (1) Lake Shore Park improvements and activation (in preliminary stages – no associated dollar amount as of yet, but this is a project for possible consideration and preliminary discussion.
- (2) US-1 corridor complete street/green infrastructure improvements – these discussions are ongoing with the Federal Department of Transportation (FDOT) and the Palm Beach Transportation Planning Authority (TPA), especially with their recent bicycle lane/transit stop improvement project. No associated dollar amount is available at the moment for the additional improvements we envision, but this is a project for possible consideration and preliminary discussion.

The Lake Shore Drive stormwater improvement project has received its necessary funding through various sources. The Town Commission may discuss any additional projects or initiatives for Staff to consider for the public improvement fund. The intent of this agenda item is two-fold:

- (1) Request approval from the Town Commission to allocate the required \$180,000 towards the P3 initiative, and
- (2) Have an extended discussion on the additional projects/initiatives that may be appropriate for the public improvement fund, understanding that the associated information necessary to make these 'additional project' funding decisions, will need to be brought back as the individual project details are solidified.

Recommended Motion: I move to APPROVE the allocation of \$180,000 towards the P3 contract.

TAB 14



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

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 A CONTRACT WITH STRATEGIC DEVELOPMENT INITIATIVES, INC. FOR PROFESSIONAL PUBLIC-PRIVATE (P3) CONSULTING SERVICES ASSOCIATED WITH THE REDEVELOPMENT OF THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager _____

[Signature]

Date: 9-30-2020

Nadia Di Tommaso/Community Development Director
Name/Title

[Signature]

<p>Originating Department:</p> <p style="text-align: center;">Town Manager/Community Development</p>	<p>Costs: \$180,000</p> <p>Funding Source: Public Improvement Fund</p> <p>Acct. # <u>Fund 160</u></p> <p><input type="checkbox"/> Finance <u>R Causeo</u></p>	<p>Attachments:</p> <ul style="list-style-type: none"> → Resolution 52-10-20 awarding contract to SDI → RFQ Packet; Addendum and Advertisement for RFQ #105-2020 → PBC Interlocal Agreement
<p>Advertised:</p> <p>Date: 02/02/2020 for re-Bid #105-2020</p> <p>Paper: Palm Beach Post</p> <p><input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____</p> <p>or</p> <p>Not applicable in this case <u>ND</u></p> <p>Please initial one.</p>

Summary Explanation/Background:

A brief discussion on the update of the RFQ process was provided to the Town Commission at the May 20, 2020 virtual public meeting. At that meeting, the Town Commission requested that the three Offerors provide individual presentations at the July 1, 2020 meeting. On May 22, 2020, the Town Clerk provided the Commission with copies of the three submittals along with the scoring charts used by the Evaluation Committee at their virtual evaluation meeting of April 20, 2020 for review prior to the presentations being provided this evening.

As the Town Commission may recall, throughout 2019, the Commission held discussions on the pending Interlocal Agreement with Palm Beach County for the parking lot areas located on the northeast corner of US-1 and Silver Beach Road. Visioning workshops were also held to discuss the overall vision for the entire Marina Area. The last workshop was held on August 28, 2019. The workshops discussed the need to proceed with a P3 solicitation process. In addition, the Palm Beach County Board of County Commissioners granted an extension to the Town in August 2019 so that the Town could pursue a solicitation process and hire a P3 consultant to provide professional guidance and expertise as it relates to the following consultant services: *"Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL"*. Palm Beach County granted a 12-month extension to the Town to fulfill its obligations. The extension expired August 7, 2020. The County has since drafted an extension agreement and shared it with the Town in September 2020 and requested that the Town Commission first approve it (on the agenda this evening as a separate approval item), after which the County Commission will consider it for approval at their PBC BCC meeting in either October or November 2020. County Staff does not anticipate the extension will be an issue since the Town is moving forward with the RFQ process and its next steps.

As it further relates to our RFQ for consultant services, since the Town's purchasing policy was being revised in late-2019 and was only adopted on November 20, 2019, Staff was advised that we should wait for the final adoption of this Ordinance prior to pursuing the P3 RFQ. Consequently, the RFQ (#111-2019) was first advertised on December 10, 2019. The bid opening was held on January 13, 2020 and the evaluation committee meeting was held on January 21, 2020. Following this meeting, it was determined by the Town Manager that all responses would be rejected for the following reasons:

- ➔ in an effort to refine our RFQ packet to ensure the pricing expectations are made clear in that the costs should be all-inclusive pursuant to the services needed and being offered to complete the process; and
- ➔ to add some provisions in the solicitation packet to reinforce the need for portfolio examples to be highly descriptive; and
- ➔ to reinforce that publicly-owned Marina type P3 experience is preferred; and
- ➔ to include the Community Development Department in the RFQ document itself for communication purposes

Subsequently, a second RFQ (#105-2020) that included some additional details was advertised on February 2, 2020. Mandatory informational meetings were also held to provide additional emphasis and answer questions. The (virtual) Evaluation Committee meeting was held on Monday, April 20. The three offerors were evaluated: *Fox Rothschild LLC; Marine Business Advisors; and Strategic Development Initiatives, Inc. (SDI)*. The offerors were evaluated based on: *Experience & Portfolios of P's; Competency and Expertise of Staff; Reputation & References; and Competitive Pricing*

Schedule. The offeror who received the highest score is Strategic Development Initiatives (SDI) with 275 points. A copy of all proposals were provided to the Commission electronically on May 22, 2020. The Evaluation Committee collectively felt that SDI's proposal included the necessary portfolio examples; staff expertise; and evidence of knowledge of Florida's P3 process, local area knowledge and ability to recognize the importance of stakeholder involvement along with the need to partner with specialized entities in order to make Lake Park's investment an attractive and viable one. SDI also provided a competitive comparison as part of its proposal. From a competitive pricing perspective, SDI also clearly outlined their anticipated costs as follows:

Phase I (covers the entire RFQ Scope) = \$180K (9 months to complete, *on the upper end*)

Additional Services...that are *not* included as part of the contract being presented this evening, but can be brought back prior to the completion of Phase I, include:

Phase II \$135K (see SDI proposal)

Phase III \$60K (Town portion is capped at \$375K) – remaining portion would be paid by the developer as the developer's share and would need to be made part of the developer's agreement (see SDI proposal)

After review, the Evaluation Committee's recommendation was SDI.

All Offerors presented to the Town Commission on August 5, 2020 and the Town Commission directed Staff to move forward with a contract with SDI. This agenda item proposes to award the contract to SDI with the enclosed terms, conditions and scope of work. The Scope of Work (also included with the contract) includes the following:

1. Site Analysis (30 day process) – Compensation \$30,000

- a. Perform due diligence on the subject site, including, but not limited to an evaluation of the suitability of the existing future land use designations and zoning districts of the properties (hereinafter, collectively "the Property") which are the subject of the development and/or redevelopment of the Project (understanding that the amendments for the parking lot areas were recently adopted and are likely fully suitable). To the extent the Project may require the amendment of an existing land use designation or zoning district, the CONSULTANT shall make such recommendations as are necessary to accomplish the same.
- b. Analysis of the obligations of the Town pursuant to its Interlocal Agreement with Palm Beach County, as amended, and to the extent necessary make recommendations to any further amendments which may be necessary to facilitate the public-private re-development of the Marina.
- c. Review and analyze the opinion of title pertaining to the Marina Deeds, including the provisions which provide for the marina properties to revert to the state. To the extent necessary, engage the appropriate state agency staff to identify what agreements and/or other amendments to the deed restrictions of the Marina properties with the state may be necessary in order to address the deed restrictions and develop the Project on the Property.
- d. Review all other property development restrictions or regulations which present a preexisting barrier of development and work with the Town to fully resolve any preexisting barriers to development]
- e. Research financial options ahead of the creation of a comprehensive agreement with a private entity to ensure the solicitation package is not only viable, but enticing to a development partner.
- f. At the end of 30 days the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

2. Comprehensive Agreement with Private Entity (**45 day process**) - Compensation \$30,000
- a. Work with the Town Attorney to identify the key elements to be included in a Comprehensive Agreement and ensure that the Town is able to maximize its return on investment of its property as part of the Project.
 - b. Identify potential incentives to include in the Comprehensive Agreement.
 - c. Provide the Town Attorney with additional supplemental data to be included with the Comprehensive Agreement including graphics.
 - d. Write a competitive package (that shall be subject to the statutory requirements of § 2) that takes into account the Town's economic development goals, existing regulations, and the contractual obligations of the Interlocal Contract.
 - e. At the completion of the site analysis and preparation of a Comprehensive Agreement, the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

3. Market and Coordinate P3 Meetings with Interested Developers (**30-45 day process**) - Compensation \$30,000

- a. Market the opportunity to develop the TOWN'S parking lot and Marina properties as part of a potential public-private Qualifying Project. Inform developers on criteria and required documentation for P3 meeting discussions.
- b. Develop a Request for Proposals for private entities.
- c. At the end of 90 days, the CONSULTANT shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..]

4. Evaluate Private Entity responses with Town Manager, Community Development, Marina and Town Attorney (**30-45 day process**) - Compensation \$30,000.

- a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
- b. Assess the respondent's ability to meet their obligations as set forth in the RFP.
- c. Confirm the proposals that are responsive to the RFP.
- d. As part of a Selection Committee, rank the responses to the RFP and develop a recommendation to be presented to the Town Commission.

5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (**60 day process**) – Compensation each 30 days at \$30,000 for 2 months for a total of \$60,000.

- a. Coordinate private entity presentation before the Town Commission and negotiate with the selected private entity on the Town's behalf.
- b. After negotiation with the private entity selected by the Commission, SDI shall deliver a draft contract for the Town Attorney's review. The draft contract shall include key project benchmarks, a project timetable, and budget for the Comprehensive Agreement.
- c. Assess the contract for potential deficiencies.
- d. Subject to direction from the Town Commission, and subject to the Town Attorney's legal review, finalize the Comprehensive Agreement with the selected private entity developer for final approval.

ESTIMATED TOTAL TIMEFRAME: 6-9 months. Timeframes for each task set forth in Exhibit 1 shall depend upon the challenges presented given the complex and detailed tasks. TOTAL FEE: \$180,000.

Recommended Motion: I move to APPROVE Resolution 52 -10-20.

RESOLUTION 52-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH STRATEGIC DEVELOPMENT INITIATIVES (SDI), INC. FOR PROFESSIONAL PUBLIC-PRIVATE (P3) CONSULTING SERVICES ASSOCIATED WITH THE REDEVELOPMENT OF THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Manager has recommended to the Commission has selected Strategic Development Initiatives, Inc. (SDI) as its consultant to provide public-private (P3) consultant services for the Lake Park Harbor Marina; and

WHEREAS, Town Manager is recommending that the Town Commission approve the contract with SDI.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the contract between the Town and Strategic Development Initiatives, Inc., a copy of which is attached hereto and incorporated herein as “**Exhibit A**”

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

EXHIBIT "A"

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

THIS CONTRACT for professional consulting services contract (Contract), associated with the potential public-private redevelopment of the Lake Park Harbor Marina is made this ____ day of October, 2020, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the ("the Town") and Strategic Development Initiatives, Inc., a State of Florida Corporation, FEID Number 65032003, hereinafter designated as ("the CONSULTANT").

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other person, pursuant to Florida Statutes; and

WHEREAS, the TOWN solicited proposals from qualified firms pursuant to the Town's procurement procedures through a competitive Request for Qualifications (RFQ) process to solicit from firms proposals to provide professional consulting services to assist the Town in the redevelopment of the Lake Park Harbor Marina as a "Qualifying Project" (Project) as that term is defined in § 255.065(1)(i), Fla. Stat.; and

WHEREAS, the CONSULTANT will be responsible for assisting and advising the TOWN regarding all such aspects of § 265.065, Fla. Stat., the TOWN deems appropriate and necessary, including but not limited to, evaluating procurement procedures, the Project qualification process, the negotiation of interim and comprehensive agreements with a selected private entity, and the financing of the Project; and

WHEREAS, the CONSULTANT is qualified and willing to provide the professional consulting services enumerated herein and as set forth in § 265.065, Fla. Stat.; and

WHEREAS, the Town Commission selected the CONSULTANT to provide the professional consulting services enumerated herein and as set forth in § 265.065, Fla. Stat. to the TOWN; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget for the funding of professional consulting services set forth in the Scope of Services set forth in Section 1 of this CONTRACT; and

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the flowing from each to the other do hereby agree as follows:

SECTION 1. SCOPE OF SERVICES AND PERFORMANCE:

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide the professional consulting services outlined in RFQ No. 105-2020, a copy of which is incorporated herein by reference.

1.2 In the performance of these professional consulting services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing its professional consulting services and shall have due regard for acceptable planning standards and principles. The CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract.

1.3 The services and compensation associated with the CONSULTANT'S services for Phase I of the potential public-private redevelopment of the Marina is set forth in **Exhibit 1**, attached hereto and incorporated herein.

1.4 The Scope Services to be rendered by the CONSULTANT for Phases II and III shall be at the option of the TOWN and shall be set forth in one or more amendments to the Contract. The CONSULTANT'S compensation for the scope of services and compensation for subsequent Phases shall be subject to the Commission's approval of an exact scope of services and the Commission's appropriation of funds during the fiscal year in which the services are to be rendered.

1.5 The CONSULTANT shall keep the Town Manager and any other identified representatives of the Town fully informed, at all times, of its activities in the performance of the Scope of Services.

1.6 All services performed by the CONSULTANT shall be to the satisfaction of the Town Manager, who shall decide all questions, difficulties or disputes of any nature whatsoever that may arise pursuant to the Contract. The Town Manager's determination as to any questions, difficulties or disputes regarding the CONSULTANT'S fulfillment of the services hereunder, including the character, quality, amount and value of the services rendered shall be final and binding upon the CONSULTANT.

1.7 Any adjustments to the scope of services, compensation and/or the term in which the services are to be performed shall be the subject of a written amendment to the Contract.

1.8 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Contract, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Town upon completion or termination of the Contract, without restriction or limitation on their use. All the CONSULTANT'S work in progress, or draft documents during the term of this Contract shall be made available to the Town, upon request. The parties hereto acknowledge that upon delivery to the Town of any of said work in progress or draft documents provided by the Town shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.

SECTION 2. FEES FOR SERVICES

2.1 A retainer of \$30,000 shall be paid to the CONSULTANT within seven days of the execution of the Contract. The CONSULTANT shall submit monthly invoices for compensation, pursuant to the schedule provided in "**Exhibit 1**". The invoice shall include a detailed breakdown of the services rendered, specifically indicating each task performed, the person performing the task, and the time allocated by each person in performing the task. The services provided in the monthly invoices shall first be billed against the initial \$30,000 retainer until it is exhausted.

2.2 TOWN shall pay CONSULTANT within 30 calendar days of its receipt of CONSULTANT's monthly invoices. To be deemed proper, all invoices shall demonstrate the work completed in accordance with the Scope of Services. The Town may withhold payment for the CONSULTANT'S failure to comply with any term, condition, or requirement of this Contract.

2.3 Notwithstanding any provisions of this Contract to the contrary, the TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of CONSULTANT'S inadequate work as determined by the TOWN; or from loss due to fraud based upon reasonable evidence. Upon the TOWN'S resolution of the basis for its withholding of a payment, the TOWN shall make payment. The TOWN is not required to pay any interest on the amount withheld.

SECTION 3. TERM OF THE CONTRACT

The TERM OF CONTRACT shall commence on the date that is fully executed by all parties and shall end June 30, 2021.

SECTION 4. TERMINATION

4.1 This Contract may be terminated without cause or for convenience by the TOWN for any reason, or no reason at all, upon 90 calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for all work completed and approved by the TOWN through the date of the written notice of termination from the Town. Under no circumstances shall TOWN make payment for services that have not been performed.

4.2 This Contract may be terminated for cause by either party upon five calendar days' written notice to the other party. Termination for cause shall mean that a party has failed to substantially performed in accordance with its material terms of the Contract, or in the event of a default of the Contract as described in Section 5.

4.3 In the event CONSULTANT abandons this Contract or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against its losses pertaining to the termination, including, but not limited to, the Town's reasonable administrative and legal costs incurred should the TOWN elect to procure and retain another consultant.

4.4 TERMINATION- This Contract may be terminated by the TOWN upon five calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least 10 business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, the CONSULTANT shall turn over to the TOWN all finished or unfinished work products, documents, data, studies, surveys sketches, plans and reports in its possession. The CONSULTANT shall also reasonably assist the TOWN and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed to supply properly skilled or qualified personnel for the services to be performed;
- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Contract;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Scope of Services.

5.2 In the event CONSULTANT fails to comply with a material provision of this Contract, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT 15 calendar days to cure the default. If the CONSULTANT fails to cure the default, the CONSULTANT shall only be entitled to compensation for any services which have been completed to the satisfaction of the TOWN, minus any damages incurred by the TOWN. In the event payment has been made for any professional services not completed, the CONSULTANT shall return these sums to the TOWN within 10 days after its receipt of written notice from the TOWN of the sums due. Nothing herein shall limit the TOWN's right to terminate for convenience or without cause at any time as set forth herein.

5.3 In the event of a default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4 The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, the CONSULTANT shall prepare and deliver to the Town Manager a status reports showing its performance of the scope of services set forth in “Exhibit 1”.

SECTION 7. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

SECTION 8. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 9. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Contract. The services provided by CONSULTANT shall be by employees of the CONSULTANT and subject only to its supervision. CONSULTANT shall be responsible for the enforcement of its personnel policies, the payment of its employees or sub-consultants, if any, the payment of any applicable taxes, FICA, social security, health insurance, pension or any other benefits for the CONSULTANT’S employees who render servic under this Contract.

SECTION 10. ASSIGNMENT

Neither this Contract, nor any services to be performed herein, shall be assigned, transferred or otherwise delegated to others including sub-consultants by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 11. CONFLICTS OF INTEREST

11.1 CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Town Manager.

11.2 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT’S loyal and conscientious exercise of judgment related to its performance under this Contract.

SECTION 12. INDEMNIFICATION/HOLD HARMLESS

12.1 The CONSULTANT shall indemnify, defend and hold harmless TOWN, its elected and appointed officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases, death; or damage to, or the destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Contract.

12.2 CONSULTANT acknowledges that as part of this Contract specific and separate consideration has been paid for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth herein.

12.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT shall defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that the services furnished to TOWN, or on behalf of the TOWN, by CONSULTANT pursuant to this Contract, becomes unusable as a result of [any such infringement or claim.

SECTION 13. REPRESENTATIVES OF THE TOWN AND THE CONSULTANT

13.1 It is recognized that questions in the day-to-day performance of this Contract may arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed. CONSULTANT designates **Don DeLaney** as the representative of CONSULTANT to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed.

13.2 The Town Manager shall have the right to require CONSULTANT to change any personnel working on this Contract upon providing CONSULTANT with a 10 day written notice. Such requests for changes in personnel shall be submitted to the CONSULTATN in writing, and shall not be made by the Town Manager unreasonably or arbitrarily.

SECTION 14. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Contract by legal action, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including by not limited to, costs and reasonable attorney's fees.

SECTION 15. NOTICES

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, or by email or facsimile transmission, addressed to the party for whom it is intended, and proof of receipt. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

FOR CONSULTANT: Don Delaney
Strategic Development Initiatives, Inc.
9503 SE Saturn Street
Hobe Sound, Florida 33455
Phone: 772-233-0712/305-778-5516

FOR TOWN: John O. D'Agostino, Town Manager
Town of Lake Park
535 Park Avenue, Lake Park, Fl. 33403
Tel. (561) 881-3304 Fax. (561) 881-3314

With Copy to: Thomas J. Baird, Esquire
Town Attorney
c/o Town of Lake Park
535 Park Avenue, Lake Park, FL 33403
Tel. (561) 650-8233

SECTION 16. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE

16.1 Any "Data" defined as written reports, studies, drawings, graphic, electronic, chemical or mechanical representations, specification, designs, models, photographs, computer CADD discs, surveys developed or provided in connection with this Contract shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Contract.

16.2 Copyrights. No data developed and or prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

16.3 If this Contract is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

Sub-consultants, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 18. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all federal, state, county, and town laws, administrative regulations or rules, which are or shall become applicable to the services performed under the terms of this Contract.

SECTION 19. TRUTH-IN NEGOTIATIONS CERTIFICATE

Signature of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

SECTION 20. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Contract is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 21. AUDIT AND INSPECTION RIGHTS

21.1 The TOWN may, at reasonable times, and for a period of up to three years following the date of the completion of Services by CONSULTANT under this Contract, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Contract. CONSULTANT SHALL maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Contract

21.2 The TOWN may, at reasonable times during the term hereof, and any supplemental contract terms, inspect CONSULTANT's RECORDS, as the TOWN deems reasonably necessary, to determine whether the services provided by CONSULTANT under this Contract conform to the terms of this Contract. CONSULTANT shall make available to the TOWN all records related to this Contract and provide assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 22. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Contract and any amendments hereto, that it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 23. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract, For the breach or violation of this provision, the TOWN shall have the right to terminate the Contract with or without cause, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 24. GOVERNING LAW; VENUE

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue of any action to enforce this Contract shall be in Palm Beach County, Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 26. SEVERABILITY

If any provision of this Contract or the application thereof to any person or situation shall, to any extent by held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and may be enforced to the fullest extent permitted by law.

SECTION 27. CONFLICT

In the event of a conflict between the terms of this Contract and any terms or conditions in any attached documents, the terms in this Contract shall prevail.

SECTION 28. SURVIVAL OF PROVISIONS

Any terms or conditions of this Contract that require acts beyond the date of its termination shall survive the termination of this Contract, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party.

SECTION 29. ENTIRE CONTRACT

29.1 This Contract and its attachments constitute the entire contract between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

29.2 No modification, amendment or alteration in the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract.

SECTION 30. PUBLIC RECORDS

The CONSULTANT is required to:

30.1 Keep and maintain public records required by the Town to perform the service.

30.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

30.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONSULTANT does not transfer the records which are part of this Contract to the Town.

30.4 Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the CONSULTANT; or keep and maintain the public records associated with the services provided for in the Contract. If the CONSULTANT transfers all public records to the Town upon completion of the term of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the CONSULTANT keeps and maintains public records upon completion of the term of the Contract, the CONSULTANT shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

SECTION 31. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 32. AMENDMENTS

The parties contemplate that there will be additional professional consulting services to be performed by the CONSULATNAT. The additional services shall be set forth in an written amendment to this Contract, which shall include a Scope of Services and the terms of the compensation for these services. It is specifically contemplated that should a developer be selected for the Qualifying Project, the compensation for the CONSULTANT shall be the responsibility of the private entity that is the subject of an agreement with the TOWN. The private entity's compensation of the CONSULTANT is specifically authorized by § 255.065, Fla. Stat.

ATTACH AS "Exhibit 1" --- Scope of Work and Benchmarks

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

DATED this ____ day of _____ 2020. TOWN OF LAKE PARK, through its
Town Commission

ATTEST:

By: _____
Michael O'Rourke, Mayor

Vivian Mendez, Town Clerk

Approved as form and legality

(TOWN SEAL)

By: _____
Thomas J. Baird, Town Attorney
_____ day of _____, 2020

(CONSULTANT)

By: _____

Print Name: _____

Dated this ____ day of _____, 2020

Witness: _____
Print Name: _____

EXHIBIT 1 - Scope of Work and Benchmarks

1. Site Analysis (30 day process) – Compensation \$30,000

- a. Perform due diligence on the subject site, including, but not limited to an evaluation of the suitability of the existing future land use designations and zoning districts of the properties (hereinafter, collectively “the Property”) which are the subject of the development and/or redevelopment of the Project (understanding that the amendments for the parking lot areas were recently adopted and are likely fully suitable). To the extent the Project may require the amendment of an existing land use designation or zoning district, the CONSULTANT shall make such recommendations as are necessary to accomplish the same.
- b. Analysis of the obligations of the Town pursuant to its Interlocal Agreement with Palm Beach County, as amended, and to the extent necessary make recommendations to any further amendments which may be necessary to facilitate the public-private re-development of the Marina.
- c. Review and analyze the opinion of title pertaining to the Marina Deeds, including the provisions which provide for the marina properties to revert to the state. To the extent necessary, engage the appropriate state agency staff to identify what agreements and/or other amendments to the deed restrictions of the Marina properties with the state may be necessary in order to address the deed restrictions and develop the Project on the Property.
- d. Review all other property development restrictions or regulations which present a preexisting barrier of development and work with the Town to fully resolve any preexisting barriers to development]
- e. Research financial options ahead of the creation of a comprehensive agreement with a private entity to ensure the solicitation package is not only viable, but enticing to a development partner.
- f. At the end of 30 days the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

2. Comprehensive Agreement with Private Entity (45 day process) - Compensation \$30,000

- a. Work with the Town Attorney to identify the key elements to be included in a Comprehensive Agreement and ensure that the Town is able to maximize its return on investment of its property as part of the Project.
- b. Identify potential incentives to include in the Comprehensive Agreement.
- c. Provide the Town Attorney with additional supplemental data to be included with the Comprehensive Agreement including graphics.
- d. Write a competitive package (that shall be subject to the statutory requirements of § 2) that takes into account the Town’s economic development goals, existing regulations, and the contractual obligations of the Interlocal Contract.
- e. At the completion of the site analysis and preparation of a Comprehensive Agreement, the Consultant shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..

3. Market and Coordinate P3 Meetings with Interested Developers (30-45 day process) - Compensation \$30,000

- a. Market the opportunity to develop the TOWN'S parking lot and Marina properties as part of a potential public-private Qualifying Project. Inform developers on criteria and required documentation for P3 meeting discussions.
- b. Develop a Request for Proposals for private entities.
- c. At the end of 90 days, the CONSULTANT shall provide an in person briefing to the Town Manager under the provisions delineated in Section 255.065 F.S..]

4. Evaluate Private Entity responses with Town Manager, Community Development, Marina and Town Attorney (30-45 day process) - Compensation \$30,000.

- a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
- b. Assess the respondent's ability to meet their obligations as set forth in the RFP.
- c. Confirm the proposals that are responsive to the RFP.
- d. As part of a Selection Committee, rank the responses to the RFP and develop a recommendation to be presented to the Town Commission.

5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60 day process) – Compensation each 30 days at \$30,000 for 2 months for a total of \$60,000.

- a. Coordinate private entity presentation before the Town Commission and negotiate with the selected private entity on the Town's behalf.
- b. After negotiation with the private entity selected by the Commission, SDI shall deliver a draft contract for the Town Attorney's review. The draft contract shall include key project benchmarks, a project timetable, and budget for the Comprehensive Agreement.
- c. Assess the contract for potential deficiencies.
- d. Subject to direction from the Town Commission, and subject to the Town Attorney's legal review, finalize the Comprehensive Agreement with the selected private entity developer for final approval.

ESTIMATED TOTAL TIMEFRAME: 6-7.5 months. Timeframes for each task set forth in Exhibit 1 hereinabove shall depend upon the challenges presented given the complex and detailed tasks. **TOTAL FEE: \$180,000.**

SDI Proposal as a reference to follow...



RFQ 105-2020

Florida-Based Experts

***Expert in Florida's Unique P3
and
Redevelopment Laws***



Proposal in Response to Town of Lake Park
RFQ 105 -2020

Submitted by

Don DeLaney, President
Strategic Development Initiatives, Inc.
9503 SE Saturn Street
Hobe Sound, FL 33455
772-233-0712

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Proposal Submission Form

Required Attendance Signature Form Transmittal Letter



PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Strategic Development Initiatives, Inc. (SDI)

Street Address: 9503 SE Saturn Street, Hobe Sound, Florida 33455

Mailing Address (if different from Street Address):

Telephone Number(s): 772-233-0712 and 305-778-5516

Fax Number (s): ...NIA,

Email Address: diana.mckinney473@yahoo.com

Federal Employer Identification Number: 6 5 0 3 2 0 0 3 5

Signature: 

(Signature of authorized agent)

Print Name: Diana McKinney Title: Vice President

Date: January 9, 2020

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON- RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL

THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.



ADDENDUM NO. 1

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development (short title)

TOWN OF LAKE PARK RFQ NO. 105-2020

Each recipient of the Addendum No. 1 to the RFQ who responds to the RFQ acknowledges all of the provisions set forth in the RFQ and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the RFQ documents for the following RFQ No. 105-2020:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings:

Friday, February 14, 2020 at 10:00am

Friday, March 6, 2020 at 10:00am

Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

Offerors must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFQ document and therefore, must be executed. Failure to return this addendum with your submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
February 6, 2020

Signed By:
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By:
Print Name: Diana McKinney
Vice President - SDI

Title:
Date: 3-14-20

End of Addendum #1



Don DeLaney, President

Strategic Development, Inc.
9503 SE Saturn Street
Hobe Sound, Florida 33455
Phone: 772-233-0712/305-778-5516
Ddelaney1313@icloud.com
Dmckinney473@yahoo.com

March 17, 2020

Town of Lake Park:

SDI is pleased to submit our proposal in response to the Town of Lake Park RFQ 1052020.

Our staff has extensive experience with Public/Private Partnerships, from both the governmental entity perspective and from the developer's vantage point. SDI's principal, Don DeLaney, is directly engaged in each project we undertake. Our competition presents themselves as serving in a "support" role or state they shall provide "analysis". We shall take responsibility to deliver a fully completed successful project and serve as the lead for all three phases – A to Z.

SDI's unique multi-skilled team is well suited in implementing the goals of this RFQ. Unlike the large non-specialized firms we often compete with, SDI does not focus upon the volume of clients as the measure of success.

In the firm's 28-year history, every project deadline has been met, and every task has been completed under budget. We understand the demanding schedule required by the Interlocal Agreement, the importance of successfully redeveloping all four marina area properties in order to relieve the pressure placed on the ad valorem millage rate, and commit to representing only the Town of Lake Park's interest during this entire undertaking. We have listened to what your Mayor and Commission have said. We understand what is required.

We look forward to serving the Town of Lake Park in its goal to improve and redevelop a rare town owned waterfront jewel.

Sincerely,

Don DeLaney

Don DeLaney, President

SECTION 1

What Makes SDI Different



We have prepared a comparative analysis chart that identifies what we believe represent unique and valuable traits, experience, and key factors of comparison that distinguish SDI in contrast to its potential competitors.

We hope this point-by-point delineation shall be of value.

COMPETITIVE COMPARISON

SDI	Competitors
<p>1</p> <p>SDI/Mr. DeLaney shall provide a non-compete clause that assures and protects the interest and success of the Town of Lake Parks project. This commitment shall be incorporated into the Continuing Services Contract. Other firms shall retain the right to “shop” deals and developers that further their own profit-driven interest even if at the expense of securing the most suitable P3 Partner to support the Town’s goals.</p> <p>SDI is the only firm that shall make this assurance to the Town of Lake Park. Mr. DeLaney owns SDI entirely and as CEO can make this binding commitment.</p>	<p>Comparable Assurances:</p> <p>NO</p>
<p>2</p> <p>SDI/Mr. DeLaney is a court-recognized expert in Florida's extensive and unique arena of redevelopment law, public finance and community development.</p>	<p>Comparable Experience:</p> <p>NO</p>

<p>3</p> <p>SDI/Mr. DeLaney has served as the appointed representative of the State of Florida in numerous Chapter 120 Administrative Law Hearings. Mr. DeLaney won every case. He was also appointed to serve as a Hearing Officer (Magistrate) for a Chapter 120 dispute. This important and unique experience and expertise regarding the conflict dispute process between multiple government entities is an asset regarding potential and likely disputes that may arise as the P3 Partnership moves through the entirety of the process to completion. In an undertaking this complex there may be disputes or efforts by affected parties that must be resolved in a timely and non-litigious manner.</p>	<p>Comparable Experience NO</p>
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<p>SDI</p>	<p>Competitors</p>
<p>4</p> <p>As a political appointee under the former Governor Graham administration, SDI/Mr. DeLaney has served in a professional staff capacity regarding numerous issues that have gone before the Governor and Cabinet in their capacity as the TIITF and LWAC. All Marina issues related to the riparian rights of the Town and/or P3 Partnership, submerged lands, marina reconfiguration and required permitting shall be required to receive a positive ruling and approvals from the Governor and Cabinet in the aforementioned capacities. Mr. DeLaney has this unique and valuable experience</p>	<p>Comparable Experience: NO</p>

<p>5</p> <p>SDI/Mr. DeLaney can <u>fully commit to maximum availability</u> upon short notice as part of a continuing services Contract. This shall allow Mr. DeLaney to meet personally with representatives of development entities, and capital/investment managers. Our immediate proximity and contract structure eliminates the uncertainty of additional fees or travel expenses being charged to the Town. It is estimated the average cost of a single overnight visit by an out-of-state firm would be approximately \$1000 per visit.</p> <p>SDI/Mr. DeLaney expects in-person appearances, attendance at staff meetings, work sessions, interviews, marketing outreach and attendance at public hearing workshops or any appearances requested by the Mayor and Commission shall be a minimum of 8 times per month. The travel cost to the public would be in excess of \$50,000 annually above and beyond the negotiated continuing services contract if an out of state firm is selected.</p>	<p>Comparable Assurance: NO</p>
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SDI	Competitors
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<p>6</p> <p>SDI/Mr. DeLaney personally possesses a unique combination of multi-national experience in the arenas of securing development financing, negotiating mezzanine capital instruments, securing development permits, and oversight responsibilities for the entire construction phase of the project. The Florida based highly successful example of this experience is the Amrit/Creative Choice Flagship project which is a 1 million square foot mixed-use project with a market valuation of a third of a billion dollars. This successful project can be viewed from the Town Marina.</p> <p>Without mezzanine financing it is highly unlikely that any private entity shall take on this risk associated with this project. Mezzanine financing can only be secured by earning a high degree of confidence in the private sector risk/reward analysis. Mr. DeLaney has documented success in this arena.</p>	<p>Comparable Experience: UNKNOWN</p>
<p>7</p> <p>SDI/Mr. DeLaney was appointed by former Governor and US Senator Lawton Chiles to serve as his envoy to lead the redevelopment of the South Dade Region in the aftermath of Hurricane Andrew. At the time, Hurricane Andrew was the most devastating natural disaster in the history of the United States, only surpassed by Hurricane Katrina in 2005. As the Governor's envoy, Mr. DeLaney's was tasked with creating a CRA, preparing the Redevelopment Plan, serving in an advocacy role to secure all approvals for the CRA. He also secured a \$54 million appropriation from Congress, approved by President Clinton. Mr. DeLaney also headed the Bond Team, a public/private initiative which successfully raised \$4.8 million utilizing the TIF mechanism that was established as part of the new CRA as the debt instrument pledge of payment.</p> <p>In the 5 years serving in this capacity he successfully negotiated and implemented private redevelopment in partnership with public resources too numerous to list. He was successful in redeveloping and rebuilding the total economy of a city approximately 10 times the size of Lake Park. Please refer to the letter of recommendation from Former Governor</p>	<p>Comparable Experience: NO</p>

<p>Lawton Chiles which specifically mentions the use of public/private partnerships.</p>	
<p>SDI</p>	<p>Competitors</p>
<p>8 SDI/Mr. DeLaney has never been sued by a client, missed a deadline, or exceeded budget on any project.</p>	<p>Comparable Assurance: UNKNOWN</p>
<p>9 SDI/Mr. DeLaney served as the Executive Officer with the Amrit/Creative Choice Group for approximately 3 years. During that time he was charged with the responsibility of evaluation, analysis, market considerations and overall risk/reward recommendations in response to numerous P3 opportunities. In this capacity Mr. DeLaney served as the private sector counterpart to P3 offerings that are synonymous with the initiative to be undertaken by Lake Park.</p>	<p>Comparable Private Sector Experience at the Executive Level: UNKNOWN</p>

<p>10</p> <p>Mr. DeLaney has unique banking experience and was a part owner and member of the original founding group of a privately held commercial bank and trust established by charter in the State of Florida. (Grand Bank and Trust) This Florida-based bank established branches and trust divisions in Palm Beach, Martin, St. Lucie and Indian River Counties. At the height of the bank's success, we sold the trust division to Harbor Branch Bank, and approximately 2 years later sold the commercial division to Seacoast Bank under a stock/capital option. Mr. DeLaney understands finance and investment capital requirements. This level of credibility in the private financial sector is extremely rare and <u>is a significant asset to the credibility of Lake Park's initiative.</u></p>	<p>Comparable Experience: UNKNOWN</p>
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<p>SDI</p>	<p>Competitors</p>
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<p>11</p> <p>SDI/Mr. DeLaney commits to cap the Town of Lake Park's financial outlay for the continuing services Contract, (which shall likely cover 3 years with a standard 90 day notice clause) at \$375,000 (approximately \$125,000 per year through Final CO) <u>This represents an approximate 15 cents on the dollar expenditure in comparison to the \$2.5 million minimum public expenditure required to meet minimum engineering standards as identified in the Town's Marina Engineering report.</u></p> <p>All costs beyond the afore-mentioned capped amount shall be paid by the private sector partner <u>beginning in Phase II and increasing through Phase III of the A to Z development program.</u></p> <p>This shall be a condition of the P3 Contract negotiated with a development partner.</p>	<p>Comparable Assurance: UNKNOWN</p>
<p>12</p> <p>SDI/Mr. DeLaney shall serve as the on-site Project Manager in the project construction office throughout Phase III of project completion. This is part of our A to Z commitment. The on-site construction office shall be provided by the private developer as part of the negotiated Contract.</p>	<p>Comparable Assurance: UNKNOWN</p>
<p>13</p> <p>SDI/Mr. DeLaney has established a long-term, professional relationship and positive reputation with multiple equity and capital investment entities. As part of the continuing services relationship Mr. DeLaney shall commit to only utilize these professional relationships to secure capital for Town of Lake Park P3 initiative. Mr. DeLaney has personally raised multiples of millions of dollars in investment and redevelopment capital. Ensuring the financial strength of this project is the most vital undertaking. All other permitting and construction issues can be managed within our control.</p>	<p>Comparable Assurance: NO</p>

SDI	Competitors
<p>14</p> <p>As part of our P3 Portfolio experience, Mr. DeLaney served as the first Executive Director of the Riviera Beach CRA. He was appointed by the CRA Board and City Commission to lead all RFP/Q/Contract negotiations/proposals and all terms and contractual P3. A full P3 Marina development Contract was negotiated, prepared and approved by the CRA Board under Mr. DeLaney's leadership. This accomplishment mirrors the P3 and is an important experience as part of our portfolio. The selection process for a private partner shall be more timely and sophisticated, but equally transparent as the previous protocol.</p> <p>Subsequently the Riviera Beach City Commission voted 3-2 not to proceed. Mr. DeLaney resigned due to his frustration with the political instability of the Riviera Beach City Commission. During the next election cycle all 3 opposing Commission members were voted out of office. One was subject to an investigation by the Palm Beach County State Attorney's Office Public Crimes Unit.</p>	<p>Comparable Experience: UNKNOWN</p>
<p>15</p> <p>As opposed to our out-of-state competitors, SDI/Mr. DeLaney understands that an out of state attorney cannot meet the requirements of being certified by the Florida Bar and is unlikely to possess expertise in Florida's unique laws pertaining to P3 and Development/Land Use laws. Out-of-state firms cannot provide this statement.</p>	<p>Comparable Assurance: NO</p>

16

The needs of the Town of Lake Park and realization of the Town's Mayor and Commission's publicly stated goals and vision shall be top priority for SDI/Mr. DeLaney. SDI/Mr. DeLaney has a 30-year career in serving both public and private clients in Florida. Mr. DeLaney's family roots in Florida extend to the late 1890's. This is our home. Major developers and financial entities recognize our reputation and credibility. We intend to extend that credibility to the Town of Lake Park exclusively.

Comparable Assurance:

NO

SECTION 2

SDI Team Competency and Expertise



SDI TEAM COMPETENCY AND EXPERTISE

To maintain the highest standard of service to our clients, our firm has focused its practice on community redevelopment with emphasis on economic returns to our client communities. Our staff has extensive experience with Public/Private Partnerships, from both the governmental entity perspective and from the developer's vantage point. Mr. DeLaney has taken the lead responsibility to secure the necessary development rights and permits for projects ranging from single family homes to mixed use waterfront developments with final buildout exceeding one million square feet. These projects have all been Florida-based.

SDI'S Principal, Don DeLaney, has spent the last three years as Executive Officer of a multi-national development firm. This firm is structured as the holding company for Creative Choice Homes, Etch, ImproSynergies, Oprimal Construction and Amrit Ocean Resort and Residences. As Executive Officer, Mr. DeLaney reported directly to the Founder and CEO of a 6,000 employee firm with operations in 3 countries. Mr. DeLaney has been responsible for risk reward analysis to determine viability of potential development investment, P3, and redevelopment opportunities throughout the North American continent. Mr. DeLaney has now returned to lead SDI, a P3 and Redevelopment Consulting firm he founded in February of 1992. We have included several P3 projects for which Mr. DeLaney was responsible for analysis and deciding upon a course of action. In each of the Florida-based P3 offerings by local governments he found the local entity and its consultants did not present a compelling case to convince him to engage in further discussion. We received a release from our non-disclosure Contract and can now include some additional insight into our role.

Mr. DeLaney understands what skills and reputation a P3 Project Representative must embody in order to be successful in recruiting a quality Development and Capital Investment Partner for Lake Park.

Diana McKinney joins him again as Vice President. She has worked with SDI since 1998 and has served with Mr. DeLaney as a Special Assistant during part of his tenure with Amrit and Creative Choice Group.

SDI's principal, Don DeLaney, is directly engaged in each project we undertake. Our firm is careful not to overextend to ensure the highest level of expertise is consistently available throughout a project lifecycle. We shall be with you from start to finish.

Bill McConaghy has served as Project Economic Analyst since 2008 for SDI/Mr. DeLaney.

SDI Inc. is a unique Florida-based consulting firm that provides A to Z services for public redevelopment which include:

SERVICES INCLUDE:

Economic Development Services

- Economic evaluation of current area economic conditions and opportunities

- Economic stimulus analysis recommending potential funding resources for local governments, CRAs, and agencies
- Technical assistance and training for the public sector regarding economic and community development
- Local business incentive development
- Economic impact multiplier analysis
- Structuring public-private partnerships to achieve economic goals
- Negotiations with private sector developers

Financial Services

- Financial justification for support of development proposals
- Financial advisor to take capital instruments or credit facilities to market
- Tax Increment Financing (TIF) bond validation
- Tax Increment Financing (TIF)-revenue projections • Financial analysis of proposed public investment
- Budgeting and capital improvement calculations
- Project budget preparation
- Quantitative Analysis of Public Return on Investment

Real Estate Acquisitions & Development

- Land & property acquisition and disposition strategies
- Analysis of market realities, opportunities and restrictions
- Preparation of offering documents for development projects
- Experienced in commercial, multi-family, mixed-use and singlefamily underwriting asset and property management.
- Affordable housing policies and initiatives, including infill housing strategies utilizing public incentives
- Implementation of proposed acquisition and disposition strategies
- Development of partnerships with private equity funds and private investors
- Creation of new strategies for stalled developments in primary locations for both public and private benefit
- Recruiting of private sector investment and participation in desired public development projects
- Public presentations to legislative bodies and community groups • Review and amend possible Land Use, Zoning, Comprehensive Plan changes or amendments to promote desired redevelopment

- Create and implement new development and redevelopment incentives
- Project and permitting advocacy work to secure all necessary approvals ranging from local, county, state and federal requirements
- Contract management oversight and responsibilities to ensure compliance with negotiated terms and conditions **and mitigation and resolution of disputes.**
- Construction and on-site Project Management from the receipt of the first building permit to final certificate of occupancy. This experience includes conducting weekly construction management oversight sessions to ensure benchmarks are being met. This responsibility requires constant on-site management and a presence at the construction site.

Public Economic and Community Redevelopment Services

- Preparation of community redevelopment plans and implementation plans
- Statutory compliance analysis
- Public presentations and workshops
- Training workshops for Boards and CRA staff
- Professional staffing of Boards, advisory committees, and business community groups
- Development of public-private partnerships
- Preparation of offering documents for development projects
- Establishment of tax-increment financing (TIF) districts
- Redevelopment program and project implementation and financing
- Community redevelopment plans
- Redevelopment program implementation
- Finding of necessity studies
- CRA plan amendments
- Preparing draft notices, resolutions, and ordinances
- Creation and management of Community Redevelopment Agencies
- Public Infrastructure initiatives
- Preparation of annual reports to fulfill CRA reporting requirements
- Lobbying at city, county and state level
- Community visioning and charrette workshops to gain public input into redevelopment programs, strategies, and urban design issues

In the firm's 28-year history, every project deadline has been met, and every task has been completed under budget. We encourage you to contact our references as presented in this RFQ response.

SDI has a highly refined understanding of P3 negotiations and governing legislation (Chapter 287 F.S). This is evidenced by the following synopsis of the origins and benefits of the P3 process prepared by Mr. DeLaney to be shared with all Lake Park team members.

Over the past several years in Florida there has been a continual expansion of P3 projects which was initially utilized for state transportation infrastructure. These are governed by Section 334.30 F.S.. But recently Florida has expanded its support for P3s by adopting legislation that further allows and encourages local governments to use this strategy to expand the local economy and create redevelopment on publicly owned land, to construct government buildings and related social infrastructure. The new laws, policies and practices are highly valuable to create Contracts between the Town and a private sector partner. **Florida legislation is unique and has only been fully in effect since 2014.**

During the 2013 legislative session, Florida's House and Senate overwhelmingly approved HB 85. This legislation established and broadened the framework for P3 projects. This law, and the subsequent amendments to Section 287.05712 governing procurement and contractual services encourages a P3 procurement process for use by cities, counties, and school boards and other public entities. It also provides for both solicited and unsolicited proposals thereby recognizing and relieving some of the burden of local government professionals with regard to implementing previously cumbersome FRP/RFQ processes. The advent of this more responsive yet equally transparent system allows cities to accomplish public goals such as those identified in a city's comprehensive plan and redevelopment plan (Chapter 163, parts II and III F.S) and Visioning Plans. P3s generate multiple sources of revenue to support a city and local elected officials in their efforts to provide services for their citizens by creating economic engines relying on private sector capital and does so at a much faster pace. **Further it relieves the ever-increasing pressure that exists on operating millage rates.** From our earlier discussions with the Mayor and several Commission members we understand the importance of generating revenue to alleviate the burden and over reliance on property tax reserves.

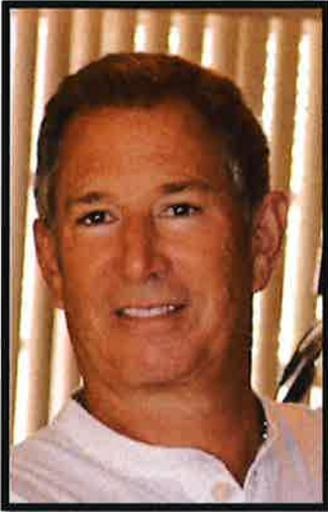
With the proper pieces in place the P3 structure allows for the public good to be served, projects that fulfill the public need and vision to be built and shift the risk transfer and responsibility from the public sector to the private sector capital and expertise in serving the public interest.

The key to success when utilizing the P3 is to possess a reputation for understanding the private sector investment criteria and to establish credibility that shall earn private sector investment interest criteria. Private sector entities do not traffic in "deliverables." We understand this has become a public sector "buzzword" but in practice it often means the consultant shall deliver a report or plan along with an invoice and then leave. What is actually required is accomplishing a series of benchmarks through every development phase and moving forward to manage and accomplish the next benchmarks. In the private sector bonus or incentive payments, or equity positions are earned based upon these measures of success and progress towards construction of the entire project. We must understand and embrace that mentality in order to entice \$40,000,000 in risk capital to parties with our vision.

As of the date of this submittal no P3 mixed-use project with a marina subelement have been completed in Florida under the new law.

SDI/Mr. DeLaney possesses the unique skillset, experience and reputation to help Lake Park be the first.

Don DeLaney, President of SDI, Inc. 1992-2020



Don DeLaney is recognized as one of Florida's most knowledgeable experts in all aspects of economic and community redevelopment and Chapter 163, Part III, Florida Statutes. **Mr. DeLaney has served as an expert witness on issues related to Chapter 163, Part III, F. S.** and other statutory rules affecting private partnerships with public entities.

Over the past 3 years Mr. DeLaney has focused in detail on private sector investment and development. He has served as Executive Officer to the Founder of the Amrit/Creative Choice Group. His initial work with them began in 2015 with the responsibility to create a Public/Private metric demonstrating both quantitative and qualitative Public Return on Investment for Amrit, a \$300,000,000, 1 million square foot mixed use development would create for the

City. Since 2017 in his role as Executive Officer, he had responsibility and authority to review and form policy decisions on numerous P3 opportunities that were available to the Amrit/Creative Choice Group. Several of those P3 projects that were presented by local governments are presented in SDI's P3 Project Portfolio. Mr. DeLaney was responsible for all underwriting, Economic Analysis, Project Feasibility, Market Potential Analysis, and evaluation of the capability and credibility of the local government entity offering the P3 RFP/Q. To put a point to it, Mr. DeLaney was in the exact private sector role that would be his counterpart if selected by Lake Park for this project. This is exactly what Mr. DeLaney does. His responsibilities run from A (initial review and recommendation) to Z (oversight of all permitting and construction management until issuance of final CO). He has established long-term relationships with and is in direct contact with multiple private sector national and multi-national investment and capital investment entities.

Mr. DeLaney was the first professional chosen on the recovery team assembled at the request of **Governor Lawton Chiles** to restore the Homestead area following the devastating Hurricane Andrew in 1992. As Director of Development he was responsible for development and implementation of \$54 million in public and private sector investment to rebuild the region. In addition to creating the CRA for the City, he developed economic, redevelopment and affordable housing strategies utilizing tax-increment financing, enterprise zones, tax credits, and negotiated numerous public/private partnerships.

Mr. DeLaney has extensive knowledge relating to public redevelopment initiatives and public policy implementation. In addition to his related academic achievement in this area, he served **for 7 years** as an appointee of former **Governor Graham** with responsibilities for numerous statewide economic and redevelopment issues. His state level of work included assisting with drafting sections of Chapter 163, Part III, which governs all redevelopment in the State of Florida. Additionally, he managed the State's private investment incentive initiatives such as Florida Enterprise Zone program, Jobs Tax Credit (Sales and Use Tax, Jobs Tax Credit (Corporate Income Tax) Sales Tax Refund for private sector Business Machinery and Equipment used in Enterprise Zones, and Community Contribution Tax Credit. He served as a **CRA Executive Director in Florida for 5 years** responsible for the implementation of the redevelopment initiative and has spent the last 3 years exclusively in the private sector.

Mr. DeLaney is regarded as a public finance expert and is a published author on the subject of Tax-Increment Financing (TIF). The American Planning Association distributes his article as its seminal piece on TIF in the *American Planning Journal*. He teaches the "Innovative Financial Approach" track for The Bond Buyer publication. Mr. DeLaney also served as head of the bond team, which was successful in launching an S&P "AA"-rated tax increment bond for the Homestead CRA following the devastation of Hurricane Andrew. Mr. DeLaney leveraged the capital generated by this financial instrument was utilized in multiple ways as incentives to successfully create numerous public/private projects. The historic success in rebuilding a city approximately ten times the size of Lake Park is acknowledged in the letter of recommendation written by Governor and US Senator Lawton Chiles.

SDI provides a full range of professional consulting services in the areas of **Community Redevelopment, Economic Development, Real Estate, and Financial Strategies, Market Analysis, and deal structuring.** SDI provides consulting services for both public and private sector clients, which include creating economic tools to allow communities to implement economic development and redevelopment activities. These services include recruitment of private sector investment, expert technical assistance/training for elected officials and public sector professionals, financial analysis and calculation of public return on investment for proposed public/private projects, preparing complex requests for proposals and qualifications, structuring and negotiating innovative financial mechanisms and multi-party P3 Contracts, economic evaluation of current area economic realities and opportunities, land and property acquisition and disposition strategies. SDI provides analytical reviews and assessments, which include market and demographic evaluations for development and investment companies with both commercial and residential real estate interests. Our services also include serving in Financial Advisor roles to take bond and other capital instruments to market, private sector development negotiations, and taxincrement financing projections. We also have extensive experience in creating and negotiating public/private partnerships.

Mr. DeLaney earned a Bachelor of Arts in Political Science, and a Master of Public Administration at the University of Florida, Gainesville, Florida. He is a published author and lecturer.

Diana McKinney, Vice President SDI 1998-2020



Ms. McKinney has been with SDI for 22 years.

Her municipal government experience includes serving as **Executive Director of a CRA, Interim City Manager, and Assistant City Manager, Special Assistant to Executive Officer of Amrit/Creative Choice Group.**

Most recently, Ms. McKinney was assigned to serve as Special Assistant to Don DeLaney, Executive Officer for the Amrit/Creative Choice Group from 2017-2019. Her earlier municipal management experience and 20-plus working in a key role with SDI made her a valuable and flexible professional who served an interim role as start-up manager for the Amrit executive office.

She has been the lead professional assigned to Miami-Dade County, St. Johns County, Bunnell, North Miami Beach, Homestead, and Martin County projects. Ms. McKinney coordinates projects that include all aspects of the CRA process, including research and preparation of Findings of Necessity, and writing technical and program sections of redevelopment plans. Ms. McKinney's background in structuring redevelopment program guidelines and implementation strategies makes her a valuable part of the SDI team. She is involved in SDI's investment recruitment outreach activity and in preparing related marketing materials, as well as organizing and attending investment recruitment sessions with prospective developers.

Ms. McKinney gained valuable experience in the management and operation of all city departments in her role as **Assistant City Manager**. Her responsibilities included preparation of resolutions and ordinances and agenda management and production. During her term as ACM she was assigned one of the City's most significant initiatives, the management and coordination of the creation of a Community Redevelopment Agency. During the year it took to complete the required steps to gain approval (in a home-rule county) she was asked by the Mayor and City Commission to serve as **Interim City Manager**.

When the Community Redevelopment Agency was established, Ms. McKinney was named as **Executive Director**. During the initial year of operation, the Simon Corporation received approval to begin construction of a multi-million-dollar retail, entertainment and dining destination. The Shops at Sunset Place, a Public/Private Partnership, included an AMC 24-screen and IMAX theatre complex, Niketown, Gametime, Splitsville Luxury Lanes and Dinner Lounge, and leading retailers. Also, during the first year of operation under Ms. McKinney's leadership the agency launched numerous innovative redevelopment programs, began operation of a trolley service and raised more than \$300,000 in private funds for initial start-up projects in the CRA area.

Ms. McKinney earned a Bachelor Degree in Journalism from the University of Arkansas at Little Rock

Bill McConaghy



Bill McConaghy joined the SDI team in 2008. His private sector experience adds a unique element to SDI's Public/Private perspective in approaching projects requiring economic research and assessment of development's impact on the local economy. He assists Mr. DeLaney in applying this to develop strategies that provide the greatest economic advancement and probability of a successful project.

Mr. McConaghy is a licensed **Florida** Real Estate Broker with International Marketing Certifications, and possesses key skills to coordinate all aspects of real estate acquisition strategy development, including analytical studies of local issues that may impact those strategies. His key skills include region focused market analysis, area economic impact assessment, conducting due diligence, new construction and redevelopment implementation, as well as, operational oversight. He oversees all data collection and assists Mr. DeLaney in structuring financial underwriting of public returns to support investment in public/private partnerships, along with implementation strategies.

- Mr. McConaghy is a licensed Florida Real Estate Broker with International Marketing Certification
- Coordinated with Developers & City Departments to create a Public Return on Investment analysis to support public TIF investment.
- Successfully completed underwriting, resulting in unanimous votes of governing officials in Ocala, Riviera Beach, St. Johns County, Martin County, and North Miami Beach for the subject properties.
- Project types underwritten include hotel, mixed-use retail, office, residential, medical, and retail banking and office.
- Associate on private portfolio acquisition and assistant development manager in seven different counties throughout Florida.
- Coordinated CIP & CRA projects investigation in order to prepare a detailed manifest of all current, viable projects in Martin County's 7 CRA areas.
- Preparation of economic modeling for U.S. based and International Investor interest.

Mr. McConaghy earned a Bachelor of Science degree from the University of Florida.

CORPORATION HISTORY

Strategic Development Initiatives, Inc., (SDI), (EIN # 65-0320035), is a SubChapter S Florida corporation wholly owned by DON DELANEY, a redevelopment and tax increment financing consultant with its main office located at 9503 SE Saturn Street, Hobe Sound, Florida 33455. SDI has been in business for 28 years.

SDI was incorporated in 1992 and has operated under the same name since its inception. SDI has never performed business under another name.

Firm Name: **Strategic Development Initiatives, Inc.
(SDI)**
Mailing Address: **9503 SE Saturn Street
Hobe Sound, Florida 33455**

Established/Incorporated: 1992

FEIN: 65-0320035

President: Don DeLaney

Phone: 772-233-0712 (cell)

and 305-778-5516

Email: ddelaney1313@icloud.com

SECTION 3 P3 PORTFOLIO



THE FOLLOWING IS A PARTIAL LIST OF OUR PORTFOLIO. THE SELECTIONS ARE PROJECTS LOCATED IN FLORIDA.

WE ENCOURAGE YOU TO CONTACT
OUR NUMEROUS PUBLIC AND
PRIVATE-SECTOR REFERENCES SO
THAT THEY MAY SHARE DETAILS AND
IMPRESSIONS OF OUR WORK WITH THEM AS THEY DEEM
APPROPRIATE.

PROJECT DESCRIPTION

Amrit Ocean Resort and Residences

3100 N. Ocean Drive, Singer Island, FL

Amrit is a one-million square foot mixed-use waterfront city by the sea with an international profile and a market valuation of more than a third of a billion dollars.

Amrit, composed of two 20 story towers, is a resortresidential mix of



182 luxury condos, including 11 penthouse residences with private rooftop terraces, plus 155 hotel rooms. The unique concept is the focus on wellness, with 30,000 square feet of spa and wellness facilities, including indoor and outdoor spa, conference and meeting facilities, oceanfront restaurant, mediation garden, indoor/outdoor spa studio and private beach club. Condo pricing ranges from \$1 million to more than \$4 million.

Mr. DeLaney/SDI's Role

As Executive Officer, Mr. DeLaney served in multiple executive capacities during the entire development process for this project:

- Public Economist focusing on the public return on investment
- Served on the negotiation team for development rights, non-monetary development incentives, negotiations to establish appropriate impact fees to be paid to both County and City governments
- Served as the construction process Executive Officer with oversight responsibilities of the entire construction phase
- Personal Representative of Founder, Mr. Dilip Barot on numerous matters relating to all phases of the project

An additional description of Mr. DeLaney's role in this project is also referenced in Item 6 and 9 on the Competitive Comparison Chart in Section 1 of this document.

The Palm Beach Post quoted **Don DeLaney**, who represented Amrit's economic analysis:

"Riviera Beach could see its annual property tax collection for the property go from \$53,000 to \$3.7 million. The City would collect \$3.2 million in fees as the resort and spa is being built. Over a 10-year period the City would collect \$38 million in fees and property taxes from the project."

DeLaney said, "I will tell you, as a public economist, that is a large enough number to help relieve some of the pressure that local elected officials have in trying to provide the services for the community without having to raise the tax rate".

DeLaney's economic analysis showed a significant number of jobs that shall be created. It is projected more than 3,000 jobs during construction and 659 permanent jobs once the resort is built. **DeLaney said,** those 659 permanent jobs would have an economic impact of \$43 million.

Status/Outcome

Project is successful and nearing completion.

PAGE 1: CITY REVENUE FOR CCH SINGER ISLAND RESORT					
Assessed Value	TOTAL	\$ 375,965,000	RESORT SUITES A	152	
DATE: 8-27-2015	RESORT A	\$ 128,499,000	RESORT ROOMS	150	
NO. CONTINUAL SERVICES	HOTEL/SPA	\$ 79,892,000	RESTAURANT, BAR, SPA	25	
	RESORT B	\$ 178,500,000	RESORT SUITES B	107	
All operations are submitted to the final development approval of the project.					
Department	Contact	Revenue Source	Source Document		
1 - City of Riviera Beach	SDR/Int.	016 City Usage	0,0086004	\$	6,237,492
		SUBTRACT 2014 City Ad Valorem	Current: Tax	\$	33,734
		TOTAL ADDITIONAL CITY AD VALOREM REVENUE		\$	3,174,258
		CITY MUNICIPAL IMPACT FEES (Hotel, Resort, Other)		\$	438,233
2 - Building Department	Jim Brown/SD	Building Permit Fee		\$	962,365
		Plan Review Fee (Electrical, Mechanical, Plumbing & Structural)		\$	2,600
		Fire Rescue Plan Review		\$	278,000
		Training Surcharge Fee		\$	14,828
3 - Utilities/Engineering	Jim Brown/SD	Engineering Plan Review Fee		\$	230,000
Department		Utility Connections	Utility Dept/RV Branch	\$	1,212,501
FIRST YEAR & DEVELOPMENT PHASE CITY REVENUE				\$	6,396,438
1 - City of Riviera Beach	SDR/Int.	10 YR at 9% YEARLY GROWTH	33,174,206 x 10 YEARS	\$	31,742,656.40
TOTAL ADDITIONAL REVENUE FOR CITY OF RIVIERA BEACH				\$	38,139,095

PAGE 2: DEVELOPMENT PHASE	
Employment & Economic Impact of Singer Island Resort	
DATE: 8-27-2015	
Project Description:	The project is a one million square foot mixed use resort-residential project. Spread across two 20-story buildings, it will have 150 hotel rooms and 209 resort residences for sale. The resort will also feature a wellness spa, restaurants, retail space and executive meeting areas. The construction will last for approximately 30 months. The total hard cost is approx. \$215 Million.
The impact on the area economy during Development Phase	
Area Economic Impact Generated by Project Development	\$161,164,646
TOTAL DEVELOPMENT PHASE NEW JOBS = 3,035	

PAGE 3: PERMANENT JOBS CREATED	
Employment & Economic Impact of Singer Island Resort	
DATE: 8-27-2015	
Project Description:	The project is a one million square foot mixed use resort-residential project. Spread across two 20-story buildings, it will have 150 hotel rooms and 209 resort residences for sale. The resort will also feature a wellness spa, restaurants, retail space and executive meeting areas. Construction will last for roughly 30 months. The total hard cost is approx. \$215 Million.
PERMANENT NEW JOBS CREATED	
TOTAL PERMANENT JOBS ACROSS ALL INDUSTRIES	659
TOTAL RESORT DIRECT JOBS (Subset of Permanent Jobs)	442
ANNUAL AREA ECONOMIC IMPACT FOR RESORT OPERATIONS	\$43,380,000
TOTAL NEW PERMANENT JOBS: 659	
Estimated Annual Local Economic Impact exceeds \$25,000,000	

PROJECT DESCRIPTION

Love Street

Jupiter Florida

The Love Street project proposal is a 4-acre waterfront development in the Jupiter Inlet Village. Love Street's initial plan called for mixed-use of retail/restaurant/office, marina and a 30-foot wide roadway that would start at A1A approaching the Jupiter Inlet.

The project calls for 2 waterfront restaurants, a small café, 15,000 square feet of office space, and 20,000 square feet of retail. The plan also



provided for more than 200 surface parking spaces. The existing marina area shall give the project a feel of an intimate fishing town with a public beach, courtyards and green space.

Mr. DeLaney/SDI's Role

Much of Mr. DeLaney's role and responsibilities in this project were covered by a non-disclosure Contract.

Status/Outcome

All land has been acquired. This includes multiple parcels directly on the water and others in the Inlet Village. This project went through several public workshops and community Visioning sessions. Currently, the principal, my client, Mr. Charles Modica, has placed the project on hold due to changes in the City Management and elected officials.

During the public workshops phase we did encounter an elevated level of public concern for any redevelopment. The catalyst for this "concern" may have been the issues generated by the much more urban-style and much larger nearby new Harbourside project.

PROJECT DESCRIPTION

Kings Landing

Fort Pierce, Florida

The project called for development to re-invent the downtown waterfront, a 7-acre site featuring pedestrian friendly Old Florida charm mixed-use development.

The proposed \$85 million project envisions 40,000 square feet of retail space, a 120-room hotel, 60 condominiums, multifamily rental units, a



public park, banquet hall and pedestrian walkway.

Mr. DeLaney/SDI's Role

To analyze the opportunity and make a professional recommendation regarding its merit to the Amrit development Principal.

Status/Outcome

After reviewing the four previous failed attempts by the City and its previous consultants to redevelop this site via the traditional RFP/Q process and the resulting highly visible failures in each instance, our recommendation was not to participate.

As part of our due diligence we performed our own market analysis and underwriting. This exercise demonstrated economic viability. The potential for economic success for a P3 led us to a series of interviews and work sessions with senior city management staff. We proffered the P3 model and provided a "white paper" describing the process.

The City and its previous consultants chose to attempt to recruit a private sector development partner using the traditional and failed RFP/Q process again for the 5th time. They received 2 responses and have selected one. According to the *Palm Beach Post* the City's new consultant raised the concern that the selected developer does not have the financial capability or track record to complete the project. The negotiation process is currently underway.

PROJECT DESCRIPTION

Christ Fellowship Church
Boynton Beach
Christ Fellowship
gained approval from
Boynton Beach to
redevelop the 127,000
square foot vacant
Dillard's department
store at Boynton
Beach Mall, for a new
Church campus.



Mr. DeLaney/SDI's Role

The City of Boynton Beach had declared a moratorium on all new development or redevelopment projects by non-taxpaying entities. This included religious institutions. The Council offered Christ Fellowship the opportunity to "make its case" that a quantifiable economic benefit would accrue to the city if an exception was made. Mr. DeLaney/SDI was retained for the purpose and did so successfully.

The Palm Beach Post quoted Don DeLaney.

"In February, **Don DeLaney**, a Hobe Sound-based economist hired by the church, said the assessed property value of the Dillard's property has dropped from more than \$6 million in 2005 to \$3.3 million".

PAGE 1

City Revenue Capture from Christ Fellowship Investment

Current Assessed Value	per PB County	\$ 3,300,000	Square Feet	127,059
DATE: 1/25/12			Total Investment	\$9,250,000
<i>All calculations are subordinate to the final agreement between the City and Christ Fellowship</i>				
Department	Contact	Revenue Source	Source Document	
1-Boynton Beach Enrichment Fund		Agreement with Boynton Beach City Commission		\$26,000
2-Development Dept	PAZ Dept	Permit Fees: 0 002'E/V	1-16-12 CF Estimated Fee	\$212,760
		Green Building Fee: 0 00011'E/V		\$1,018
		Public Art Fee: 0 01'E,V		\$92,500
		PAZ Review Fee: \$44.85 per hr	Estimated @ 100 hours	\$4,485
3-Fire Dept		10% of DCA & OPR fee		\$638
		Fire Dept Review Fee \$0.08 per sq ft		\$7,824
		Water Fire Flow Fee		\$300
DEVELOPMENT PHASE CITY REVENUE				\$344,314
1-Boynton Beach Enrichment Fund				\$26,000
2- Fire Inspection PAZ Dept (per formula; cap at \$450)				\$450
3- Water, Sewer, Stormwater and Utility Tax (10%)				\$12,672
CONTINUAL CITY REVENUE OVER 10 YEARS after C/O				\$381,220
TOTAL 10 YR CITY REVENUE				\$725,534

DeLaney said the church would put \$9 million into redeveloping the side. He said it would create 348 jobs with a payroll of more than \$1.5 million."

Status/Outcome

The City Council made an exception to its previous position and supported Christ Fellowship. There was only one dissenting vote. All public incentives were successfully agreed upon. The project has been fully completed on time and on budget.

PAGE 2

Employment & Economic Impact of Christ Fellowship Investment

DATE: 1-25-12				
Project Description:				
The Boynton Beach Mall was built over 25 years ago on 83 acres and a total of 1.1 M Sq Ft. The 127,059 vacant anchor site owned by Dillard's is in agreement with Christ Fellowship. CF intends to invest over \$9 Million or nearly 300% of the current assessed value. This investment is estimated to bring approximately 13,500 visitors a week to the mall.				
The Impact on the Local Area Economy during Development Phase				
Multiplicator for Increased Economic Output	2.2331 for every construction dollar			
\$20,656,175				
Multiplicator for Increased Employment	37.6 per \$1 M Construction Jobs			
348				
PERMANENT NEW JOBS CREATED				
	Number of Positions	Compensation Range	AVERAGE	TOTALS
		LOW	HIGH	
Management/Admin	22	\$27,200	\$45,000	\$36,250 \$797,500
Professional Services	10	\$72,500	\$77,500	\$75,000 \$750,000
Maintenance/Support	3	\$20,000	\$25,000	\$22,300 \$67,500
Total Average Compensation including Benefits and Indirect Costs per person				\$43,007
GRAND TOTALS 35 NEW JOBS				\$1,505,245
				ANNUAL PAYROLL
Continual Economic Expansion and Investment into the area economy				
35 new jobs at an average compensation of \$43,007 with Annual Local Payroll of \$1,505,245				
Weekly Events Traffic generated by CF Campus Programs currently estimated at approximately 13,500 per week				
Estimated Annual Operating Budget over \$500,000				

PROJECT DESCRIPTION

Riviera Beach Marina

Riviera Beach, Florida

In 2019 an RFP was issued by the Riviera Beach CRA to create a public/private partnership for the redevelopment of the 23-acre Riviera Beach Marina Village. The strategic vision for the project was to leverage Riviera Beach's public waterfront and maritime district setting to create a mixed-use project that shall serve as a destination center and employment hub. The mixed-use development was to be completed in phases, with restaurants, a hotel and other uses consistent with the vision developed by the City.



Mr. DeLaney/SDI's Role

To analyze and recommend a course of action for the Amrit development investment principal. We performed due diligence concerning market potential, marina reconfiguration and permitting required, as well as identifying other potential revenue generators.

Status/Outcome

Due to concern with the City's insistence of utilizing what we deemed a cumbersome and likely expensive and ultimately unsuccessful RFP/Q process we declined to participate.

PROJECT DESCRIPTION

Art Square

Hallandale Beach, Florida

The project consists of two 7-story buildings, one 6-story building, three 3-story buildings, and a parking garage. It also includes 13,000 of retail space.



Mr. DeLaney/SDI's Role

The investment capital for this project was Venezuelan in origin. Civil unrest and economic uncertainty are highly volatile in that country. Mr. DeLaney/SDI worked with the Developer's Representative to invest capital in a safe and successful mixed-use project.

Status/Outcome

We successfully negotiated a P3 Contract with the City and CRA, secured all permits and received a \$2 million incentive from the City/CRA. The project is complete and fully leased and successful.

SECTION 4

Scope of Work and Phasing Schedule

Complete Pricing



Philosophy

Our collective team shall be faced with a set of complex tasks that are in part contingent upon the cooperation of entities beyond our control. Our attention to detail, consistency in communication and cooperation with potential private sector partners and Palm Beach County must be maintained throughout the entire process. As we move forward we must also meet the demands that shall be required of us in convincing private sector capital funding entities as well as the Governor and Cabinet as they operate in their capacity as the Board of Trustees for the Internal Improvement Trust Fund and the Florida Land and Water Adjudicatory Commission to support and give binding approvals to Marina related portion of the development program. We must be capable and conscious of not making false or unrealistic representations to the community we serve, financial underwriters, and governmental authorities that would compromise our credibility to secure both the capital and government approvals necessary to develop the four marina area parcels. We are creating a reputation as a worthy partner in a highly competitive risk aversion arena. We are working to be the first successful mixed-use P3 Partnership under the new law which includes the complexities of securing approvals required by the state to maximize the marina element. This endeavor represents the greatest undertaking ever attempted by the Town of Lake Park. Let us make history.

SDI/Mr. DeLaney has successfully met similar challenges.

Tasks and Strategies

The Town's initial scope of work is well presented in the RFQ. Our team reviewed it in detail. After this review we are suggesting these additional rules of engagement principles, guidelines and tasks. There shall undoubtedly be more to come as we move forward.

1. Become a team with a Start to Finish philosophy.
2. Compress the existing scope of work to a Concurrent not Consecutive timeframe.
3. Establish and consistently communicate the financial vantage point in the minds of development interests of the potential presented by all 4 parcels not just the initial site.
4. Adopt a Commitment to Completion to be communicated consistently to all entities we interact with.
5. Steer don't Row. For example, utilizing the Palm Beach County Business Development Board as a portal to interested development and investment interests in the County by including a potential for conference and meeting space in our development program. We have worked with them before with great success.
6. Adherence to existing codes, visioning and LDRs, FHMUDO, and other controlling documents.
7. As a team we need to understand the diversification and sophistication of the origins of investment capital e.g. (tax issues, equity fund ROI pro formas, mezzanine financing, 1031 exchanges). Our success regarding this key point shall make or break this project.
8. Task ourselves to create public capital infusion and incentives without writing a check.
9. Application of three-dimensional budget models.
10. Solidify and ensure consistent communication with the County staff and possibly the BCC.

11. Gain understanding of State and Palm Beach County role and authority as we address marina issues, riparian rights, submerged land leases and environmental permitting (Gov. and Cabinet as they sit as Land & Water Adjudicatory Board/Trustees for the Internal Improvement Trust Fund).
12. Consider utilizing the Letter of Intent format as the Executive Summary for any offering document we prepare for private sector and capital investment.
13. Establish a press/media protocol with a designated point of contact.
14. Be available immediately to the Mayor and Commission, Town Professional Staff, and public as directed and needed. This project is likely the most significant undertaking by the Town of Lake Park in recent history.

There are numerous additional tasks that shall likely be added to the Scope of Work that shall become apparent during Step 1 Site Analysis and Due Diligence.

Regarding the schedule, it is extremely demanding. We have never missed a deadline in either a public or private sector endeavor. We are aware that there are time dictated constraints and pressures to perform as per the Interlocal with the County. In order to accomplish this, it is necessary to reiterate the importance of adjusting the scope of work schedule to a concurrent, not consecutive schedule. Our team is ready to begin immediately.

COMPLETE TOTAL PRICING AND PHASING

SDI is aware that according to the Town's marina engineering study, Lake Park faces an eminent capital expense of approximately \$2.5 million in order to make baseline improvements to the marina. This expenditure would only bring the marina into compliance with base engineering guidelines and does not further enhance the marina as an economic engine or a source of community pride that would support the Town's effort to reposition its appeal via its "branding" initiatives.

The Mayor and Commission understand that the Town faces these upcoming major expenses and this fact was further emphasized by the Marina Director during last summer's "field trip" attended by the Town's elected officials.

SDI's strategy and work scope is designed to eliminate that significant burden to the taxpayers and Lake Park for a **total fee equal to fifteen cents (.15) on the dollar. When total capped fee is compared to the \$2.5 million expenditure.**

Total fee for the three (3) phase development program is capped at \$375,000 over a 36-month period. An increasing share of SDI's monthly fee for services of \$20,000 shall gradually begin to be paid by the private development partner immediately upon the onset of Phase II.

- During Phase II the private development partner shall pay 25% of this cost.
- With the advent of Phase III the private development partner shall be contractually required to pay 50% of this amount.
- Once the Town's expenditure during this 3-year period has reached \$375,000 (i.e 15% of the \$2.5 million rehab expenditure required by the marina) the private development partner shall be responsible for the ENTIRE monthly services fee.
- SDI shall continue to carry out the responsibilities of oversight and direct on-site Phase III Construction Management and Monitoring as the partnership representative until the final certificate of occupancy is approved by the Town.

This arrangement caps the Town's financial commitment and motivates the private development partner to complete the project as per the P3 contract in a timely manner. Mr. DeLaney's direct and extensive private sector experience gives us full confidence that this structure shall be accepted by the selected P3 partner and incorporated into the P3 Contract.

Phase I

PHASE I (6 to 9 Months)

The Town's professional staff prepared, and included in the RFQ, a site analysis and additional tasks that shall be augmented by the tasks that must be undertaken as they become evident after the initial due diligence review in the first 30 days. The Town's initial scope shall serve as the initial template for Phase I. SDI believes the Town's initial scope of services is a solid Phase I template.

SCOPE OF WORK

The selected Consultant shall represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed-use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant shall be expected to assist in the aforementioned areas, as further outlined below:

1. Site Analysis (30-day process)
 - a. Perform due diligence on the subject site.
 - b. Understand the Town's code and the obligations of the Lake Park Marina Interlocal Contract with the County (R2010-1943).
 - c. Review the site's existing condition, context, and identify barriers to development.
 - d. Work with the Town to resolve any pre-existing barriers to development.
 - e. Perform a financial analysis ahead of the creation of a P3 Contract for a Developer to ensure the solicitation package is not only viable but enticing to a development partner.
2. P3 Contract Development (30-day process)
 - a. Work with the Town to identify key elements to be included in the P3 Contract and ensure the Contract enables the Town to maximize ROI.
 - b. Identify a list of incentives to include in the P3 Contract.
 - c. Provide the Town with additional supplemental data to be included with the P3 Contract including graphics.
 - d. Write a competitive P3 Contract package (that shall be subject to P3 Statutory requirements) that considers Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Contract.
3. Market and Coordinate P3 meetings with Interested Developers (30-day process)
 - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.
4. Evaluate P3 Contract responses with Town Staff (30-day process)
 - a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
 - b. Assess the respondent bidder's ability to meet their obligations.
 - c. Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs.
 - d. Advise the Town on the most suitable selection to be presented to the Town Commission.

5. Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed)
(60-day process)
 - a. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
 - b. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Contract
 - c. Assess the contract for potential deficiencies.
 - d. Finalize contract with P3 developer.

Note: The benchmark in Phase I that is most difficult to quantify regarding time is the actual negotiation schedule. This shall entail numerous complex and detailed sub-tasks. Further, we must consider the needs of the Mayor and Commission to be briefed in detail and the responsibilities the town has when operating under the Florida Sunshine Law, Public Notice Requirements, and Public Records responsibilities. These responsibilities and the legal notifications for public hearing requirements must be adhered to and shall affect the schedule.

The governmental procedures required to adopt a P3 Contract and to legally bind several of its unique conditions shall likely differ from the routine procedures that a unit of local government normally observes. Part of SDI's responsibility shall be to guide the Town throughout this process and to represent the P3 project's proper adoption at all required public hearings.

As the lead negotiator, Mr. DeLaney shall be exercising "shuttle diplomacy" between Lake Park officials, the private developer P3 partner, and undoubtedly be required to tailor the rules of engagement to include various capital entities involvement as they are integrated into the P3 structure. The Mayor and Commission may decide to hold workshops to consider and discuss the initial P3 Contract terms and programs to maximize public understanding and involvement. This may require a series of workshops and official Commission meetings. The timetable for these proceedings is at the sole discretion of the Town elected officials. SDI shall do what the Town leadership requires to gain the confidence and support of the community for the P3 Contract. It is at this juncture the vast majority of P3's fail. We must commit the time and effort to fully inform all parties, the Town's elected leadership, in order to earn community support.

PHASE I Target to completion 6-9 months)

Fee: \$120 K-180 K Town share

PHASE II Project Approvals

PHASE II (6-9 months) Project Approvals

After the approval of the P3 Partnership between the Town of Lake Park Commission and the Development Entity the Consultant's role shall shift to that of Partnership Executive Officer. It is during this time phase the P3 Executive Officer shall be responsible for and serve in the advocacy role to ensure compliance with all governing LDRs, County approvals, and State approvals to secure all necessary permits. We understand the important work and responsibility the Community Development Department shall be faced with. The P3 Executive Officer shall work diligently to ensure all development applications, permit requests, Planning and Zoning issues and code compliance issues are presented to the Department staff professionals in a highly professional and efficient manner. The P3 Executive Officer must be responsible to ensure the private sector partner adheres to these high standards and moves forward in a timely manner in what shall be the largest project in Lake Park's history.

This shall include:

- Responsibility for coordination of all private development team professionals,
- Coordination and completion of all permit applications and submission to all cognizant governmental entities,
- P3 Project representation at all required public meetings and hearings,
- Staff meetings,
- Public workshops,
- Community meetings,
- Planning and Zoning meetings,
- Town Commission meetings,
- Work sessions with Palm Beach County officials,
- Required presentations to Palm Beach County BBC,
- Work sessions and presentations to State of Florida entities, project representation as they relate to riparian and submerged land issues to the Governor and Cabinet in their capacity as trustees of the internal improvement trust fund and Land and Water Adjudicatory Commission.

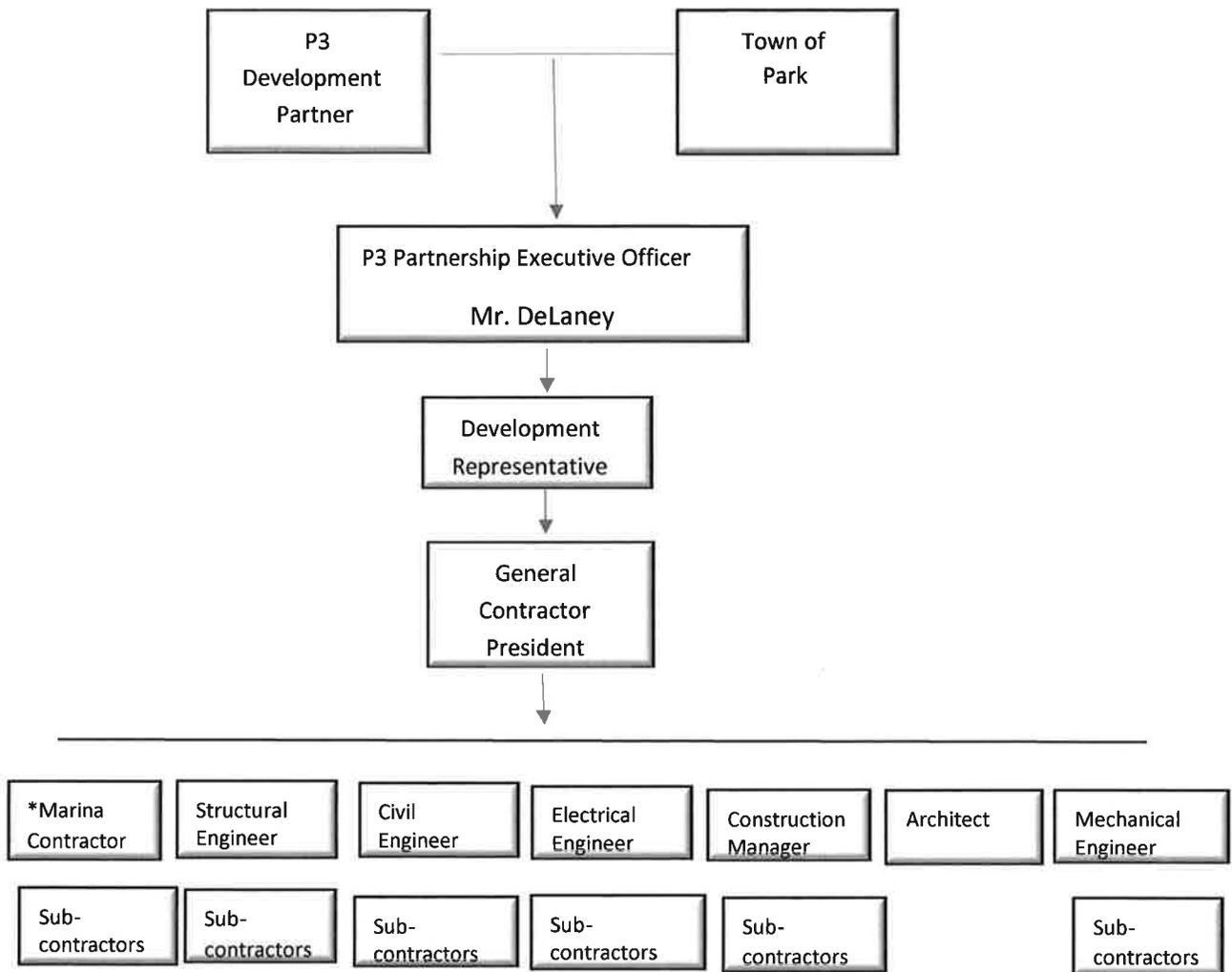
During Phase II the Private Developer partner shall be required to pay 25% (\$5,000 monthly) of the SDI fee.

It is understood that numerous building permits and other County and State approvals shall be required as the project moves into Phase III.

Fee: \$90 K – 135 K Town Share

\$30 K – 45 K Private Developer Share

P3 Partnership Organizational Chart for Phase II and Phase III



***Marina Contractor responsibilities include:**

- Due diligence
- Engineering Feasibility Analysis
- Engineering Cost Analysis and Pro Forma Presentations
- Engineering and Design
- Environmental Assessment
- Permitting for Town, County, and State
(under direction of Partnership Executive Officer)
- Marina bidding and contract administration
(under direction of Partnership Executive Officer)

PHASE III Construction and Contract Management

Phase III 12-18 months Construction and Contract Management

As evidenced by the Organizational Chart, the P3 Executive Officer shall be responsible to the Town of Lake Park and the Development Partner for oversight, construction management, P3 contract monitoring and compliance from the advent of Phase III through the issuance of the final certificate of occupancy.

The P3 Executive Officer shall be based in the construction management trailer on-site during this phase. This office and ancillary support requirements shall be provided by the P3 development partner. These terms, along with the 50% share of the continuing service Contract shall be part of the P3 Partnership Contract. Once the Town cap of \$375 K is reached the Development Partner shall be responsible for all SDI fees.

The P3 Executive Officer shall have the responsibility and authority to review and approve or reject all major contractors responsible for major disciplines as delineated on the Organizational Chart. This chart may be amended if necessary to cover additional construction disciplines.

The P3 Executive Officer shall be responsible to monitor and enforce all development benchmarks and time schedules.

The P3 Executive Officer shall oversee preparation and submittal of all permit applications to the Town, County, and State.

The P3 Executive Officer Shall serve as advocate and lead in conjunction with appropriate licensed project contractors regarding special permits and approvals such as:

- FAA Air Rights approvals to operate cranes in restricted air space.
- FDOT Air Rights requirements to operate cranes above public right of way.
- Special permits and approvals to maximize the public and project benefits of the potentially reconfigured marina, including slips, docks, fairways, and other submerged land and riparian issues.
- Special orders or variance requests to be considered by Lake Park regarding large scale concrete pours.
- Numerous other non-routine construction issues and approval requests.

The P3 Executive Officer shall conduct weekly on-site contract monitoring and management oversight meetings with the Development Representative and General Contractor President.

The P3 Executive Officer shall provide updates to the Town Manager on a monthly basis.

The P3 Executive Officer shall provide updates to Mayor and Commission on a quarterly basis or as directed.

The P3 Executive Officer shall work to resolve contractual labor disputes in a timely manner.

The P3 Executive Officer shall monitor all construction draws made by the Development Partner.

Summarily stated the P3 Executive Officer shall be the responsible party to oversee and manage the entire construction phase of the project.

Phase III Target to Completion: 12-18 months

Fee: Town's share equals \$375,000 minus all fees paid in Phase I and Phase II combined. Estimated balance \$35 K to 45 K

\$120 K to 180 K Private Developer's share

Internal pricing rates for the Continuing Services Contract

DON DELANEY PRINCIPAL	@ \$175 PER HOUR	20 HOURS PER WEEK
DIANA MCKINNEY ASSISTANT PROJECT MANAGER	@ \$62.50 per hour	16 hours per week
BILL MCCONAGHY FINANCIAL ANALYST	@\$125 per hour	4 hours per week
ADMINISTRATIVE SUPPORT STAFF	Cost covered by Principal	As Required
RELATED EXPENSES (TRAVEL, MEALS, PARKING, FEES, INSURANCE, PRINTING)	Cost covered by Principal for all travel within 50 miles of Project site.	As Required

SDI's monthly fee: \$20,000

Town of Lake Park's share is capped at \$375,000 over 3 fiscal years. Average per fiscal year is \$125,000.

To be paid as a monthly retainer as is customary with consultant/client Continuing Services contracts. All overruns in staffing costs and hours above the \$20,000 per month company retainer is to be covered by Principal.

Due to the deadlines that may be required by the Interlocal Agreement with the County, the necessity to attend City Commission Meetings as required, and the unpredictable time demands that must be adhered to in order to accommodate potential private sector partners, it is understood by the Principal that there shall be numerous occasions that shall require more than 20 hours per week especially during Phase I which is represented by the initial proposed 6-9 month scope of work presented by the Town's professional staff in the RFQ. Phase II (Development Agreement) and Phase III (Construction and Project Development Management) shall be billed at the same rate with the P3 Private Partner paying a continually increasing portion of the costs. **The cap of the Town's financial responsibility and the continually increased responsibility of the P3 Private Partner is presented in this section and shall be incorporated into the P3 Contract. By Phase III the Town's financial responsibility is nominal for 3 to 4 months then drops to ZERO.**

Our goal is to operate under a straightforward Contract negotiated in good faith. This allows all parties to focus on the work to be done in the public interest rather than administrative processes. Potential extensions to the contract for services can be addressed in the actual Contract.

SECTION 5

References





OUR REFERENCES

Our field of expertise is esoteric. We are not generalists. Those characteristics make our references of great import to explain the intricacies and details of the work we do and the success we have achieved at the highest levels of our profession.

As part of our effort to respond to this RFQ we have endeavored to introduce our expertise which expands over a quarter of a century in the State of Florida. We are not a company that has changed staff members numerous times over the life of the firm. We have, instead focused our efforts and unique Florida based expertise to create a reputation that allows entrée to highly successful developers and significant pools of capital investment. They know Mr. DeLaney personally, respect his credibility, and shall give access, time, and effort to respond to and consider the goals of Lake Park that Mr. DeLaney hopes to represent.

Among numerous public sector references, there are also multiple references that are private sector based.

We have worked successfully on both sides of the P3 paradigm. This is a statement that can rarely be made. Mr. DeLaney served as the Executive Officer for a 6,000 employee multi-national mixed-use development firm from early 2017 to the end of 2019. In this capacity he served as the highest-ranking corporate officer, that as part of his responsibilities, analyzed and determined a course of action relating to all P3 opportunities that were presented.

Governor Lawton Chiles (Deceased)



LAWTON CHILES
GOVERNOR

STATE OF FLORIDA
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

February 14, 1997

Mr. L. Dennis Whitt
City Manager
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143

Dear Mr. Whitt:

Following the devastation of Hurricane Andrew in August of 1992, it was vital that we rebuild the City of Homestead, along with other South Dade County neighborhoods.

A redevelopment team was assembled to plan and direct the monumental effort required to rebuild Homestead. Don Delaney was the first professional appointed to this team. As Director of Development for the redevelopment agency, he created an overall redevelopment plan, and prepared economic, redevelopment, and affordable housing strategies utilizing tax-increment financing, enterprise zones, tax credits, and public-private partnerships.

Many individuals contributed to the successful rebuilding of Homestead, but Don Delaney's contribution to this on-going effort was paramount to its success. Don Delaney is a professional who not only understands the various aspects of community redevelopment, but he also demonstrated his preeminence in this field.

I wish the City of South Miami great success in establishing and implementing a successful Community Redevelopment Agency.

With kind regards, I am

Sincerely,

A handwritten signature in cursive script that reads "Lawton Chiles".

LAWTON CHILES

LC/bdw



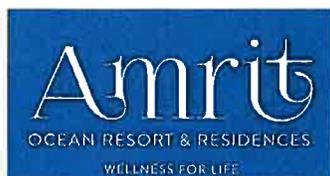
Mike Busha
Former Executive Director
 Treasure Coast Regional Planning Council
 772-323-7551



Key Freeman, Director
 City of Stuart Development Department
 121 SW Flagler Avenue
 Stuart, FL 34994 772-288-5356
kfreeman@ci.stuart.fl.us



Gary Hines
 Business Development Board of Palm Beach
 310 Ervenia Street
 West Palm Beach, FL 33401 561-835-1008 ext. 4111 ghines@bfb.org



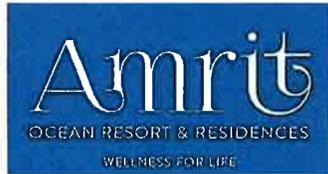
Dilip Barot, Founder of Creative Choice Group/**Amrit**

8895 North Military Trail, Suite 201E

Palm Beach Gardens, FL 33410

561-222-9371

dilip@creativechoice.net



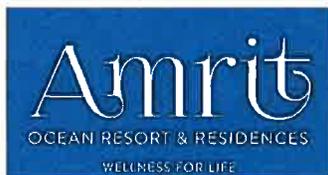
James Brown, Senior Broker and Market and Real Estate Analyst **Amrit**

8895 North Military Trail, Suite 201E

Palm Beach Gardens, FL 33410

561-627-7988

jim@wrspalmbeach.com



Phillip Smith, Developer's Representative **Amrit**

8895 North Military Trail, Suite 201E

Palm Beach Gardens, FL 33410

561-627-7988

phillip@creativechoice.net

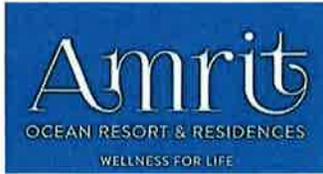


Dave Lonsberry, Executive Director

Christ Fellowship

5343 Northlake Blvd. Palm Beach Gardens, FL 33418

561-799-7600 davel@cftoday.org



Allan Barber

Optimal Construction

Construction Contractor for entire Amrit project

954-892-4287

allan@optimalconstructionfl.com

SECTION 6

Required Forms



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)

Firm Name

Diana McKinney

Signature

Diana McKinney, Vice President

Name and title (Print or Type)

January 9, 2020

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)

Firm Name

Diana McKinney

Signature

Diana McKinney, Vice President

Name and Title (Print or Type)

January 9, 2020

Date

DRUG-FREE WORKPLACE

Strategic Development Initiatives, Inc. (SDI) is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Strategic Development Initiatives, Inc. (SDI)
Firm Name

Diana McKinney
Signature

Diana McKinney, Vice President
Name and title (Print or Type)

January 9, 2020
Date

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Diana McKinney, 

Title: Vice President

Date: January 9, 2020

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

Before me, the undersigned authority, personally appeared Diana McKinney, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Vice President of SDI, the Proposer that has submitted a Proposal to perform work for the following: Consulting Services to Engage a Consultant Experienced in Public-Private Mixed-Use Development to advise, prepare, develop, manage P-3 Agreement with Developer for Marina Area
RFQ No.: 111-2019 Title:

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Diana McKinney
Signature

Subscribed and sworn to (or affirmed) before me this 7 day of Jan, 2020, by Diana McKinney, who is personally known to me or who has produced FDOL, as identification.

SEAL



Notary Signature [Signature]
Notary Name: Stephanie Epstein
Notary Public (State): FL
My Commission No.: 66 331518
Expires on: June 16, 2023

**TOWN OF LAKE PARK
LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed responses for:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Notice is hereby given that the Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to advise the Town and develop a process that enables the mixed-use redevelopment of property generally located on the northeast corner of Silver Beach Road and US-1. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Offeror. Additionally, Offerors shall submit **seven (7)** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. **PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”

Proposals shall be sent to the following address:

Town of Lake Park
Office of the Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

(see RFQ packet for additional originating Department information)

ONE NON-MANDATORY pre-bid informational meeting will be held: Friday, February 14, 2020 at 10:00am in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403. A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 4PM EST on or before Wednesday, March 18, 2020. Any response received after the deadline, or which is submitted at a location other than

at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

Proposal Documents

Offerors desiring copies of the RFQ document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing townclerk@lakeparkflorida.gov. All correspondence and requests for information regarding this RFQ shall be submitted in writing by regular mail or via email to townclerk@lakeparkflorida.gov.

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All offerors are advised the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town' website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: February 2, 2020, Palm Beach Post

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“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”

Introduction

Be Advised: The Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town Clerk at the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **Submissions shall be delivered no later than 4PM EST on or before Wednesday, March 18, 2020. Proposals after this date and time are not eligible for, nor will they be accepted for consideration.** All proposals will be dated and time stamped by the Town Clerk or her designee. Faxed or emailed proposals will not be accepted for consideration. The Town of Lake Park reserves the right to accept or reject any or all proposals.

All sealed proposals must be submitted with one original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Proposer. Additionally, Proposers shall submit **seven** bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive.

The Town Clerk’s Office is advertising this proposal on behalf of the Community Development Department. All communications shall occur through the Town Clerk’s Office (see procedural and Cone of Silence provisions herein). Following the Evaluation Committee meeting, the Community Development Department, who is also acting as the ‘official’ for the purposes of this solicitation, may communicate with the highest scoring Offeror regarding contractual terms that are required prior to presentation to the Town Commission.

Our History

Established by businessman Harry Kelsey as “Kelsey City” in 1923, Lake Park’s history is rooted deeply in the grand ambitions of its founder. Kelsey envisioned Lake Park as a year round destination and a booming metropolis of 100,000 people. To aid him in this monumental task, he employed the Olmstead Brothers – sons of the famed landscape architect Frederick Law Olmstead known for his Central Park plan. Carrying on their father’s legacy of planning excellence, the Olmstead Brothers – Fredrick Law Olmstead Jr. and John Charles Olmstead, with the help of Dr. John Nolen of Boston – created in Kelsey City one of the oldest well-planned communities in South Florida and one of the first zoned municipalities in the State.

Though the Town would later change its name, the lasting foundation of the Olmstead Brother's plan has earned Lake Park another name: The Jewel of the Palm Beaches. Today, Lake Park is proud of its heritage and looks to carry forward the tradition of Harry Kelsey and the Olmstead Brothers through visionary projects, timeless design, and innovative urban planning.

Our Town Today

As of the most recent census, the Town of Lake Park is home to 8,645+/- residents and consists of approximately 2.35 square miles of land area. It is located in northern Palm Beach County, approximately 5 miles north of the City of West Palm Beach. Lake Park is bordered by Riviera Beach to the south, North Palm Beach and Palm Beach Gardens to the north, unincorporated Palm Beach County and Palm Beach Gardens to the west, and the Intracoastal Waterway to the east.

Our Town boasts a number of attractions, including historic Kelsey Park, a vibrant downtown scene, and our Town Marina, which has direct waterway access to the Intracoastal and Atlantic Ocean as well as over 100 existing wet slips. In addition, Lake Park contains a variety of specialized zoning districts, including our thriving Park Avenue Downtown District and the new Federal Highway Mixed Use District Overlay, which allows for unprecedented height, density, and mixed use programming to create a truly urban environment along the US1 Corridor.

It's at the intersection of our prized Marina and our Federal Highway District Overlay that the subject of our Vision can be found.

Our Subject Site and Our Vision for the Future

Lake Park is looking to redevelop four parcels of waterfront property near the Town Marina as a mixed-use, pedestrian-friendly, recreation-focused destination through the Public Private Partnership (P3) process. To aid in that goal, we are looking to hire an advising consultant who understands and has experience with P3s and is able to address our desires and needs for this project by advising, preparing, developing and managing a P3 Agreement between the Town and a selected Developer, essentially guiding the Town through the P3 process from start to finish.

The Subject Site includes our existing Marina parcel (zoned Public), along with adjacent parking lot parcels that extend from US-1, east to the Intracoastal Waterway (zoned Mixed Use and located in the Federal Highway Mixed Use District Overall-FHMUDO). Documents pertaining to the redevelopment areas are enclosed as part of **Appendix A (includes: Town Zoning Map; Town Code Section 78-83 and 78-84 related to Mixed-Use development; Marina Visioning Workshop Materials, including Boundary Survey and Deed documents; most recent Palm Beach County Interlocal Agreement)**. It is anticipated that the Marina parking-lot parcels will need to be negotiated first for redevelopment since the existing land development regulations provide the most intense redevelopment allowances in the Federal Highway Corridor regulating plan. The Site currently serves as a boat parking lot and boat launching ramp area and these will need to be preserved, or 're-imagined' in accordance with and to fulfill the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943). Pivotal to fulfilling the obligations

of the Interlocal Agreement is the provision of a pedestrian promenade along the waterfront, the conservation of boat parking, and the provision of restaurants and outdoor areas, along with other private uses to encourage the public use and enjoyment of the water and make Lake Park a destination.

It's our ultimate goal to attract a project that not only fulfills the Town's needs but also creates an exceptional new waterfront amenity consistent with our zoning regulations and our economic aspirations for the US1 corridor.

SITE FOR INITIAL P3 REDEVELOPMENT CONSIDERATION PURSUANT TO PRESCRIBED RFQ TIMELINE (PENINSULA PARCELS MAY IMMEDIATELY FOLLOW AND REQUIRE A SEPARATE AGREEMENT)



Scope of Work

The selected Consultant will represent the Town and develop a Public Private Partnership package for the Subject Site. The Consultant should have clear knowledge of the P3 regulating rules and laws and experience consulting on P3 projects. Experience developing mixed use and waterfront projects is also preferred. Additional areas of expertise should include development process, contract writing, negotiation, and project financing. The Consultant will be expected to assist in the aforementioned areas, as further outlined as follows:

1. **Site Analysis (30-day process):**
 - a. Perform due diligence on the subject site.
 - b. Understand the Town's code and the obligations of the Lake Park Marina Interlocal Agreement with the County (R2010-1943) and Marina Deed document obligations.
 - c. Review the site's existing condition, context, and identify barriers to development in order to advise on solutions.
 - d. Work with the Town to resolve any preexisting barriers to development.
 - e. Perform a financial analysis ahead of the creation of a P3 Agreement for a Developer to ensure the solicitation package is not only viable, but enticing to a development partner.

2. **P3 Agreement Development (30-day process):**
 - a. Work with the Town to identify key elements to be included in the P3 Agreement and ensure the Agreement enables the Town to maximize its ROI.
 - b. Identify a list of incentives to include in the P3 Agreement.
 - c. Provide the Town with additional supplemental data to be included with the P3 Agreement, including graphics.
 - d. Write a competitive P3 Agreement package (that will be subject to P3 Statutory requirements) that takes into account Town economic development goals, existing regulations, and the contractual obligations of the Interlocal Agreement.

3. **Market and Coordinate P3 Meetings with Interested Developers (30-day process):**
 - a. Market and attend all meetings with Town Staff. Inform developers on criteria and required documentation for P3 meeting discussions.

4. **Evaluate P3 Agreement responses with Town Staff (30-day process):**
 - a. Review and provide the Town with a report contrasting the strengths and weaknesses of the respondents.
 - b. Assess the respondent bidder's ability to meet their obligations.
 - c. Confirm the proposals meet the Town's regulatory standards, contractual obligations, and economic development needs.
 - d. Advise the Town on the most suitable selection to be presented to the Town Commission.

5. **Town Commission Presentation and Contract Negotiation (Palm Beach County involvement as needed) (60-day process)**
 - e. Coordinate P3 presentation before the Town Commission and upon successful presentation, negotiate with the selected P3 developer on the Town's behalf.
 - f. Deliver a final contract that includes key project deliverables, a project timetable, and budget for the P3 Agreement.
 - g. Assess the contract for potential deficiencies.
 - h. Finalize contract with P3 developer

It is anticipated that, upon successful receipt and review of proposals for this RFQ, that the award of this RFQ will be made at the May 6, 2020 Town Commission meeting (date may change), with a requirement that the entire

process listed above is completed by November 5, 2020 (date may change if Commission meeting date changes – expectation is 6 months between Commission date to award contract and completion).

Submission Specifications

Responses to the solicitations shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the solicitation.

Responses to solicitations shall be opened publicly in the presence of one or more witnesses at the time and place specified in the solicitation. The town clerk or the clerk's designee shall officiate at the opening of competitive solicitations, and shall announce and record the name of each offeror, if appropriate, recite the amount of each offeror's response and such other information related to the solicitations as is appropriate.

An offeror may withdraw a response to a solicitation prior to date and time designated in the solicitation for their opening. If an offeror withdraws its response after the deadline established of a competitive solicitation, the purchasing agent may suspend an offeror from participating in any future town solicitations for up to three years.

The submission shall include the following:

- A **cover sheet** identifying the respondent and contact information.
- A **summary of qualifications** addressing the respondent's **professional experience** and how it is in line with the Town's criteria. Project **portfolios** shall be included and they shall be highly descriptive. Relevant Marina P3 type experience shall be highlighted and described. Publicly-owned Marina P3 type experience is highly desirable.
- A response **expanding on and detailing what steps the firm would take to address the points listed in the scope of work**, along with a **detailed schedule**.
- An introduction to the **project team** with highlights of their background, competency and expertise levels.
- **References**.
- **Itemized pricing**. Pricing must be all-inclusive and incorporate all expected costs associated with the deliverables. If certain costs are included as being additional, they must be clearly delineated and described and considered optional (not required for deliverables).

Evaluation Criteria

Proposals may be evaluated by an evaluation committee, which shall have not less than three voting members and shall be composed as follows: the originating department director who in conjunction with the Purchasing Agent appoints the chair and other members of the committee.

An award shall be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the Town in accordance with the evaluation criteria listed below.

Points shall be allocated per the following (see submission specifications for additional details):

- **40 Points** – Experience and Portfolios of P3's
- **20 Points** – Competency, Expertise of Staff and Schedule
- **20 Points** – Reputation and References
- **20 Points** – Competitive Pricing and Schedule

RFQ Schedule

- ➔ RFQ Advertising Timeframe: Sunday, February 2, 2020 through Wednesday, March 18, 2020 (4pm)
- ➔ **NON-Mandatory Informational Meeting:** Friday, February 14, 2020 – 10:00am (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ **Bid Opening:** Wednesday, March 18, 2020 – 4:00pm (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ **Evaluation Committee Meeting:** Thursday, March 26, 2020 - 4:00pm (Town Hall Commission Chambers – 535 Park Avenue, Lake Park, FL 33403)
- ➔ **Review of Contract Terms between Town Staff (Community Development Department), Town Attorney and highest scoring Offeror (Friday, March 27 through Friday, April 10)**
- ➔ **Wednesday, May 6, 2020 (date may change) – Agenda Item to Award Contract to P3 Consultant**

Terms and Conditions

Cone of Silence.

An offeror shall not communicate with any elected or appointed town official or employee other than a person listed in the document soliciting bids or proposals prior to the time an award has been made by the town commission. Any communication between the offeror and the town shall be submitted to the office of the town clerk, or of the official referenced in an Invitation to Bid, RFP or RFQ. Any violation of the Cone of Silence imposed herein shall be grounds for the disqualification of an offeror.

Equal opportunity/minority and women business enterprise.

The town shall use its best efforts to ensure that minority, women and veteran owned businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color,

religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

Bid preferences.

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its Invitations to Bid, RFP, or RFQ, a five percent bid preference for:

1. Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or
2. Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by § 288.703, F.S..

Public Records

All responses to solicitations shall become public records and shall be subject to public disclosure once opened.

With respect to public records, the Contactor/ Vendor is required to:

- #.1 Keep and maintain public records required by the Town to perform the service.
- #.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- #.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- #.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- #.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Town Clerk's Office. Should it be necessary, a written addendum will be incorporated into the RFQ. The Town will not be responsible for any oral instructions, clarifications, or other communications other than the original RFQ or any written addenda.

Conflict of Interest

If any individual member of a proposing firm, or an employee of a proposing firm, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable. A copy of the Town of Lake Park, Palm Beach County, and State Ethics Codes is available at the Town Clerk's Office, 535 Park Avenue, Lake Park, FL 33403.

Indemnification/Hold Harmless Agreement

The successful Professional or Organization shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the successful Professional or Organization to comply with any of the requirements specified within the contract, or the failure of the successful Professional or Organization to conform to statutes, ordinances, or other regulations or requirements of any successful Professional or Organization expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Professional or Organization, or any of its contractual staff, if applicable and as provided above, for which the successful Professional's or Organization's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

Insurance

Within ten (10) days after notification of award, the successful Professional or Organization shall furnish Evidence of Insurance to the Town Clerk, who shall in turn submit it to the Human Resources Director as the Town's Risk Manager.

Execution of a contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the

successful Professional or Organization shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the successful Professional or Organization fails to submit the required insurance documents in the manner prescribed in this RFQ, within fifteen (15) calendar days after the successful Professional or Organization has been made aware of Commission award, the successful Professional or Organization may be in default of the contractual terms and conditions. Under such circumstances, the successful Professional or Organization may be prohibited from submitting future proposals to the Town. Information regarding any insurance requirements shall be directed to the Human Resources Director as the Town's Risk Manager, at (561) 881-3310. Additionally, successful Professional or Organization may be liable to the Town for the cost of re-procuring the services, caused by successful Professional's or Organization's failure to submit the require documents.

Proposer's Warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

Lobbying

All firms are hereby placed on notice that the Town Commission, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process from the proposal publish date to Town Commission selection, individuals or its agent shall not contact any member of the Town Commission, employee of the Town of Lake Park, or member of the Selection Committee in reference to this proposal, with the exception of the Town Clerk or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of contract.

Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

Inquiries/Request for Clarification

All questions about the meaning or intent of the RFQ Documents must be directed, in writing, to the Town Clerk's Office, as provided in the Advertisement/Request for Statement of Qualifications. Questions received after Friday, March 6, 2020 – 12:00pm shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums, and request for clarifications will be posted on www.demandstar.com and on the Town of Lake Park's website www.lakeparkflorida.gov. Demandstar will automatically notify all plan holders of any inquiries, addendums, and request for clarifications once posted by the Town of Lake Park.



ADDENDUM NO. 1

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development (short title)

TOWN OF LAKE PARK RFQ NO. 105-2020

Each recipient of the Addendum No. 1 to the RFQ who responds to the RFQ acknowledges all of the provisions set forth in the RFQ and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the RFQ documents for the following RFQ No. 105-2020:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Pre-bid informational meeting: It is mandatory for all interested Offerors to attend ONE of the following informational meetings:

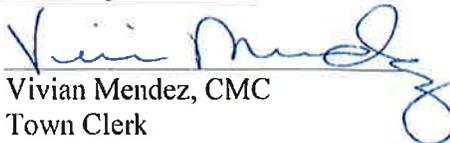
Friday, February 14, 2020 at 10:00am

Friday, March 6, 2020 at 10:00am

Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

Offerors must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFQ document and therefore, must be executed. Failure to return this addendum with your submittal may be cause for disqualification.

Issued By: Town of Lake Park
Office of the Town Clerk
February 6, 2020

Signed By: 
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: _____
Print Name: _____

Title: _____

Date: _____

**TOWN OF LAKE PARK
LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed responses for:

Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.

Notice is hereby given that the Town of Lake Park is soliciting proposals for a Public Private Partnership (P3) consultant to advise the Town and develop a process that enables the mixed-use redevelopment of property generally located on the northeast corner of Silver Beach Road and US-1. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Offeror. Additionally, Offerors shall submit seven (7) bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. **PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

“Request for Statement of Qualifications (RFQ#105-2020) for Consulting Services to Engage a Consultant Experienced in Public-Private (P3) Mixed-Use Development, to Advise, Prepare, Develop and Manage a P3 Agreement with a Developer for Marina-related Mixed-Use Development to be located within the Lake Park Harbor Marina Area, consisting of several parcels owned by the Town of Lake Park in Lake Park, FL.”

Proposals shall be sent to the following address:

Town of Lake Park
Office of the Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

(see RFQ packet for additional originating Department information)

Pre-bid informational meeting: It is **mandatory** for all interested Offerors to attend **ONE** of the following informational meetings: Friday, February 14, 2020 at 10:00am OR Friday, March 6, 2020 at 10:00am. Meetings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, FL 33403.

A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 4PM EST on or before Wednesday, March 18, 2020. Any response received after the deadline, or which is submitted at a location other than at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

Proposal Documents

Offerors desiring copies of the RFQ document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing townclerk@lakeparkflorida.gov. All correspondence and requests for information regarding this RFQ shall be submitted in writing by regular mail or via email to townclerk@lakeparkflorida.gov.

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All offerors are advised the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town' website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: February 2, 2020, Palm Beach Post

RESOLUTION NO. 58-08-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK (R2019-0892); AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, Amendment Two is further defined and enclosed as R2019-0892, attached hereto and incorporated herein as **Exhibit “A”**.

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

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

Section 2. R2019-0892 is enclosed as **Exhibit “A”**.

Section 3: This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud 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 ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 58-08-19 duly passed and adopted this 7 day of August, 2019.

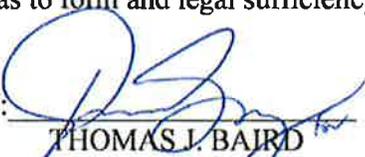
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS L. BAIRD
TOWN ATTORNEY



**AMENDMENT TWO TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT TWO TO INTERLOCAL AGREEMENT is made and entered into on August 7, 2019, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, on March 11, 2014 the COUNTY and MUNICIPALITY entered into Amendment One to the Interlocal Agreement (R2014-0356) to modify the work to be performed in Phases 1A and 1B of the project and extend the required time frames for completion; and

WHEREAS, the MUNICIPALITY has been unable to obtain funding to complete the work and requires assistance from private developers in order to complete the project; and

WHEREAS, the MUNICIPALITY desires to obtain proposals from private developers to redevelop the Marina, boat trailer parking and surrounding privately owned properties; and

WHEREAS, COUNTY is willing to extend all time frames for Municipality's performance of its obligations hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. The MUNICIPALITY shall issue a Request for Proposals, and/or utilize the Public Private Partnership procurement process established under F.S. Section 255.065, seeking developers willing to redevelop the Marina, boat ramp and trailer parking areas, and surrounding privately owned property. The Town shall provide COUNTY staff with drafts of the procurement documentation for County staff review and comment.
2. All proposals must incorporate as many as possible existing boat trailer parking spaces within the proposed development on the ground floor of parking garages or surface parking areas, and provide a boat ramp comparable to the existing ramp. In addition, proposals must include within the mix of proposed development, the promenade, restaurants, retail, residential units and other uses which provide increased public access to and use of the waterfront and Marina.
3. The MUNICIPALITY shall complete the Request for Proposals and/or the Public Private Partnership process within one (1) year of the date hereof and shall present the proposal selected by MUNICIPALITY as the most responsive to the Board of County Commissioners for their review. If the Board finds that the proposal selected by MUNICIPALITY meets the

requirements of this Interlocal Agreement and fulfills the objectives of the Waterfront Bond issue, the parties shall negotiate a further amendment documenting the actions required by MUNICIPALITY to implement said proposal and the time frame therefor. If the Board does not approve the selected proposal and enter into a further amendment to this Interlocal Agreement, the Town shall be obligated to repay the grant funding provided to MUNICIPALITY.

4. Capitalized terms not defined within this Amendment Two shall have the same meaning herein as within the Interlocal Agreement. Except as modified by this Amendment Two, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment Two to Interlocal Agreement to be executed on the day and year first above written.

R2019 0892 JUN 18 2019

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Mack Bernard, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

TOWN OF LAKE PARK

[Signature]
Signature

By: [Signature]
Mayor

Vivian Mendez
Print Name

[Signature]
Signature

Shaquitta Edwards
Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Municipality Attorney

R 2010 19 43 NOV 1 6 2010

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK FOR FUNDING OF ADDITIONAL BOAT TRAILER PARKING AND
INCREASED PUBLIC ACCESS TO THE LAKE PARK MARINA**

FILE NUM 20100490854 OR BOOK PAGE 242760231 DATE: 12/22/2010 14:22:33 Pgs 0231 - 243 (13pgs)
Sharon R. Beck, CLERK & COMPTROLLER

WHEREAS, Florida Statutes Section 163.01 known as the Florida Interlocal Cooperation Act of 1969" authorizes local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities by entering into Interlocal Agreements; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County (COUNTY) for the issuance of General Obligation Bonds for the purpose of financing the acquisition, construction, and/or improvements to provide for and enhance waterfront access throughout Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the Town of Lake Park (TOWN) desires to create additional boat trailer parking, car parking and a pedestrian promenade (the Project) at the Lake Park Harbor Marina (Marina) and its surrounding area to provide for and enhance public access to its Marina and the Waterways in proximity thereto; and

WHEREAS, MUNICIPALITY has asked COUNTY to participate in the Project by providing funding for the acquisition of a certain parcel of land located in the TOWN at 115 Federal Highway for the purpose of creating additional boat trailer and vehicle parking; and

WHEREAS, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond (the Bond); and

WHEREAS, the Project qualifies as a waterfront access and boat ramp project eligible for funding pursuant to the Bond; and

WHEREAS, on January 27, 2009, Palm Beach County Commission conceptually approved funding from the Bond being allocated to the Town for the purpose of enhancing waterfront access opportunities for the public; and

WHEREAS, the TOWN will operate and maintain the Project upon its completion; and

WHEREAS, the TOWN will ensure that the Project is open to and benefits all residents of Palm Beach County; and

WHEREAS, the parties cooperation in exercising their respective powers and authority would provide for an increase in boat ramp trailer parking and waterfront access opportunities for residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance boat ramp trailer parking and waterfront access opportunities for use by the public and to provide a mechanism for COUNTY to assist TOWN in the funding of the Project.

Section 1.03 COUNTY shall provide to the TOWN a total amount not to exceed 2.4 Million Dollars (\$2,400,000) for the acquisition of a parcel of land more fully described in Exhibit "D" (the "Property"), TOWN recognizes that COUNTY'S funding of the acquisition is being paid from the proceeds of tax-exempt bonds issued by COUNTY.

Section 1.04 COUNTY'S representative during the renovation and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, (561-966-6600). TOWN'S representative during the acquisition/design/construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park (561-881-3304).

Section 1.05 TOWN shall renovate and reconfigure the existing boat trailer/automobile parking lot upon the Property acquired by TOWN.

Section 1.06 TOWN shall be solely responsible for the funding, design/construction of the pedestrian promenade on property owned by TOWN more commonly known as Lakeshore Drive, commencing at a point from the northeast corner of Cypress Drive and Lakeshore Drive and continuing for approximately 500 feet in a southerly direction along Lakeshore Drive. Such construction shall be dependent upon the TOWN being the successful recipient of state and/or federal grant dollars.

Section 1.07 TOWN shall utilize its procurement process for all design/construction and acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by TOWN with regard to the Project. Any dispute, claim, or liability that may arise as a result of TOWN'S procurement is solely the responsibility of TOWN and TOWN hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 TOWN shall be responsible for the design and construction of the Project. TOWN shall design and construct the Project in accordance with Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A", "B" AND "C" respectively and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 TOWN shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.03 Prior to TOWN commencing renovation of the boat trailer/automobile parking lot, TOWN shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY'S Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 TOWN shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the Project and open same to the public for its intended use within 24

months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than 21 months after the date of execution of this Interlocal Agreement by the parties hereto, TOWN may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny TOWN'S request for said extension.

Section 2.05 TOWN shall complete the pedestrian promenade described as Phase IIA of the Project upon the successful receipt of grant funding for such purpose within 60 months after the date of execution of this agreement.

Section 2.06 TOWN shall submit project status reports to COUNTY'S Representative if requested. This report shall include, but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY'S Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to TOWN at closing of the acquisition of the Property. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of TOWN.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, Phase I and Phase IIA of the Project shall remain the property of the TOWN.

Section 4.02 TOWN hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. TOWN shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 TOWN shall operate and maintain Phase I and IIA of the Project as a part of the Marina as a public marina for use by the general public in perpetuity. TOWN shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. TOWN may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of the COUNTY to issue this funding assistance to TOWN for the purpose set forth hereinabove. In the event TOWN ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or Phase I and IIA of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, TOWN'S obligations hereunder, TOWN shall reimburse COUNTY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should TOWN transfer management of the Marina or Project to a party or parties not now a part of this Interlocal Agreement, TOWN shall continue

to be responsible for the liabilities and obligations as set forth herein. Further, TOWN shall not transfer management of the Marina or Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 TOWN warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of TOWN. TOWN shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall extend in perpetuity commencing upon the date of execution of this Interlocal Agreement by the parties hereto. TOWN shall restrict its use of the Project to public waterfront access purposes unless otherwise agreed to in writing by the parties hereto.

Section 5.03 TOWN shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY Seal and a list of County Commissioners, unless otherwise directed by COUNTY'S Representative.

ARTICLE 6: ACCESS AND AUDITS

TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the (acquisition/design/construction) of the Project for at least 5 years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by TOWN until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the 5 year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand-delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461
With a copy to:

County Attorney
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401

As to TOWN:

Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to TOWN for non-compliance by TOWN in the performance of any of the terms and conditions as set forth herein and where TOWN does not cure said non-compliance within 90 days of receipt of written notice from COUNTY to do so. Further, if TOWN does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require TOWN to reimburse any funds provided to TOWN pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the Laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that TOWN is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, TOWN shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of

TOWN, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, TOWN acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

TOWN agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statutes Chapter 440.

TOWN agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on TOWN'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. TOWN shall agree to be fully responsible for any deductible or self-insured retention.

TOWN shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve TOWN of its liability and obligations under this Interlocal Agreement.

TOWN shall require each Contractor engaged by TOWN for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added as "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05 Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, TOWN certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have not substantive meaning.

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and TOWN, and supersedes all other negotiations, representations or agreements, written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

ARTICLE 18: OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

EXHIBIT "A"

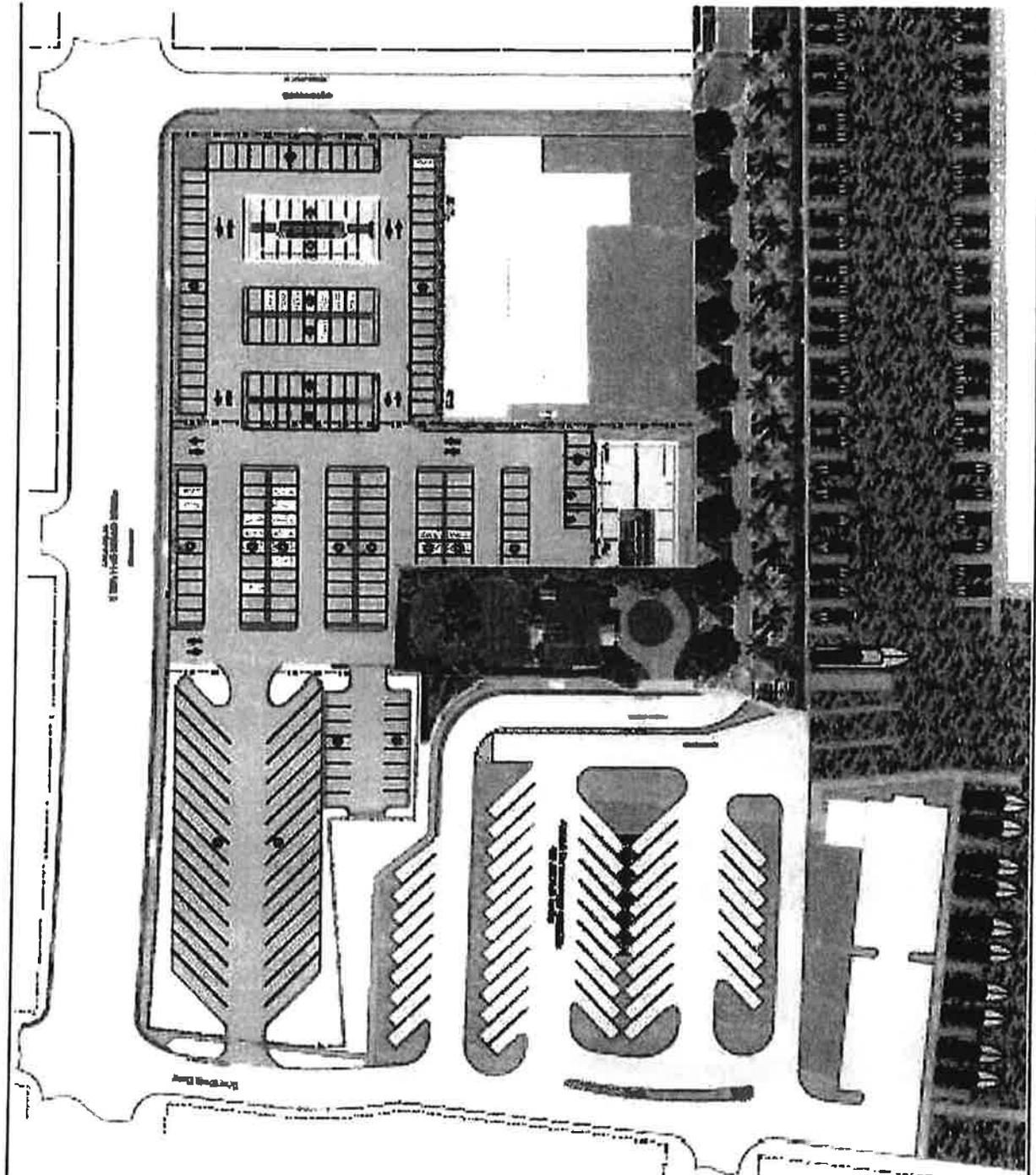
Project Description

PHASE I

No.	Project	Description
A.	Acquisition of Parking Lot Property	<i>This Phase of the Project is for the acquisition of a parcel of land located at the northeast corner of Silver Beach Road and US Highway 1. The property will be used for the expansion of the Lake Park Marina's boat trailer lot which abuts the property to be acquired.</i>
B.	Boat Trailer Parking Lot Renovation	<i>This Phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land. The lot will provide an additional 30 boat trailer parking spaces along with 16 standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42% and thus enable more pedestrians and boaters to access the water.</i>
Future Projects Dependent on Public Sector Funding and Private Investment		
PHASE II		
A.	Pedestrian Promenade	<i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close the southernmost section of Lake Shore Drive and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</i>
B.	Restaurant and Retail Improvements	<i>The private sector will finance this Phase of the Project and will include the construction of amenities to include restaurants and other retail uses that will be built by a private company using private funds. This Phase of the Project will provide a positive experience for the public to access the waterfront and provide amenities that will enhance the public marina and its environs. This type of public/private partnership will help leverage public dollars with private dollars to increase the public's enjoyment of and access to the waterfront.</i>

EXHIBIT "B"
CONCEPTUAL SITE PLANS

See separate attachment.



Project Name	1234567890
Client Name	ABC COMPANY
Site Address	12345 MAIN ST, CITY, STATE
Scale	1" = 10'
Date	10/27/2023
Drawn By	J. SMITH
Checked By	M. JONES

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1. The overall design is based on the concept of a modern, functional building that integrates with the surrounding environment. The design emphasizes natural light, ventilation, and a connection to the outdoors. The building's form is derived from the site's topography and existing structures, creating a sense of continuity and harmony. The use of sustainable materials and energy-efficient systems is a key focus of the design process.

Room	Area (sq ft)	Notes
Office	1200	Open-plan layout
Conference	300	2 rooms
Reception	150	Central location
Storage	500	Multiple locations
Restroom	100	2 rooms
Breakroom	200	Adjacent to kitchen
Kitchen	150	Full-service
Plant Room	100	For HVAC and electrical
Garage	2000	For service vehicles
Landscaping	1500	Native plants and trees
Walkways	500	Paved and accessible
Driveway	1000	For delivery trucks
Pool	1000	Outdoor, heated
Deck	500	Overlooking garden
Garden	2000	Various plants and trees
Patio	300	For outdoor seating
Storage	500	For construction materials
Workshop	1000	For maintenance
Tool Room	200	For equipment storage
Office	100	For site management
Site Office	100	For project coordination
Site Office	100	For client meetings
Site Office	100	For design studio
Site Office	100	For engineering office
Site Office	100	For architectural office
Site Office	100	For interior design office
Site Office	100	For landscape architecture office
Site Office	100	For civil engineering office
Site Office	100	For mechanical engineering office
Site Office	100	For electrical engineering office
Site Office	100	For plumbing and HVAC office
Site Office	100	For construction management office
Site Office	100	For project management office
Site Office	100	For client relations office
Site Office	100	For marketing and sales office
Site Office	100	For human resources office
Site Office	100	For legal and compliance office
Site Office	100	For finance and accounting office
Site Office	100	For information technology office
Site Office	100	For operations and maintenance office
Site Office	100	For safety and security office
Site Office	100	For environmental and sustainability office
Site Office	100	For community relations office
Site Office	100	For public relations office
Site Office	100	For media relations office
Site Office	100	For social media office
Site Office	100	For content marketing office
Site Office	100	For search engine optimization office
Site Office	100	For analytics office
Site Office	100	For data science office
Site Office	100	For artificial intelligence office
Site Office	100	For blockchain office
Site Office	100	For cybersecurity office
Site Office	100	For digital marketing office
Site Office	100	For e-commerce office
Site Office	100	For mobile marketing office
Site Office	100	For email marketing office
Site Office	100	For social media advertising office
Site Office	100	For influencer marketing office
Site Office	100	For affiliate marketing office
Site Office	100	For performance marketing office
Site Office	100	For conversion optimization office
Site Office	100	For user experience office
Site Office	100	For usability testing office
Site Office	100	For accessibility office
Site Office	100	For inclusive design office
Site Office	100	For user research office
Site Office	100	For ethnography office
Site Office	100	For diary studies office
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Site		

EXHIBIT "C"

COST ESTIMATE

No.	Project	Cost
1.	Acquisition of Parking Lot Property	\$2,400,000
2.	Boat Trailer Parking Lot Construction	\$300,000
Future Projects Dependent on Public Sector Funding and Private Investment		
3.	Pedestrian Promenade	\$1,300,000
4.	Restaurant and Retail Improvements	\$2,000,000 + <i>Private investment</i>
	Total Investment	\$5,600,000 +

EXHIBIT D

LEGAL DESCRIPTION OF THE PROEPRTY

Parcel Identification Number: 36-43-42-20-01-114-0160

LEGAL DESCRIPTION

Portions of Lots 16 through 24 and 28 through 31, Inclusive Block 114, according to the Plat of LAKE PARK (formerly Kelsey City), Florida, as recorded in Plat Book 8, at page 23, In and for the records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast Corner of Lot 24, Aforesaid, thence North 9°01' 57" West, along the Easterly line of said Lot 24 a distance of 158.06 feet to a point in the Southerly line of Lot 28, aforesaid; thence North 85°19'00" East along the Southerly line of said Lot 28, a distance of 57.70 feet, to a point; thence North 3°07'00" West a distance of 100.03 feet, to a point in the Northerly line of Lot 31 aforesaid; thence South 85°19'00" West, along the Northerly line of said Lot 31, a distance of 175.02 feet, to a point in a curve, concave to the West, and having a radius of 5759.65 feet, said point being in the Easterly right-of-way of US Highway No. 1 (State Road No. 5) as laid out and in use; thence Southerly, along the arc of said curve through a central angle of 2°27'21", distance of 246.86 feet to the point of Intersection of the Easterly right of way of said US Highway No. 1 and the Northerly right of way of Silver Beach Road; thence 88°06'00" East along the Northerly right of way of said Silver Beach Road, a distance of 87.03 feet, to the point of curvature of a curve concave to the North and having a radius of 262.04 feet thence Easterly along the arc of said curve through a central angle of 10°55'57", a distance of 50.0 feet to the Point of Beginning.

ATTEST:

TOWN OF LAKE PARK

By: Vivian M. Lemley
Vivian M. Lemley, Town Clerk



By: Desca DuBois
Desca DuBois, Mayor

FLORIDA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Thomas J. Band
Thomas J. Band, Town Attorney

R 2010 19 43 NOV 16 2010
BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, FLORIDA

ATTEST:

By: Marcy Powell
Deputy Clerk



By: Karen T. Marcus, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

R2014-0356

**AMENDMENT ONE TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LAKE PARK**

THIS AMENDMENT ONE TO INTERLOCAL AGREEMENT is made and entered into on MAR 11 2014, 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on November 16, 2010 the COUNTY and MUNICIPALITY entered into an Interlocal Agreement (R-2010-1943) for funding of additional boat trailer parking and increased access to the Lake Park Marina (the "Interlocal Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Interlocal Agreement regarding closure of Lake Shore Drive and configuration of the parking areas and pedestrian promenade.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.04. Town shall complete the boat trailer/automobile parking lot renovations described in Phase IB of the project within 24 months of the date of this Amendment One.

2. Phases IB and IIA of the Project Description attached as Exhibit "A" to the Interlocal Agreement are hereby replaced with the descriptions of those Phases attached as Exhibit "A" to this Amendment One.

3. The Conceptual Site Plan attached as Exhibit "B" to the Interlocal Agreement is hereby replaced with the Conceptual Site Plan attached hereto as Exhibits "B-1 and B-2" to this Amendment One.

4. Except as modified by this Amendment One, the Interlocal Agreement remains unmodified and in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment One to Interlocal Agreement to be executed on the day and year first above written.

R2014 0356 MAR 11 2014
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER



By: _____
Deputy Clerk

By: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
County Attorney

By: [Signature]
Department Director

WITNESSES:

[Signature]
Signature
Vivian Mendez
Print Name

TOWN OF LAKE PARK
By: [Signature]
Mayor

[Signature]
Signature
Janet R. Miller
Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

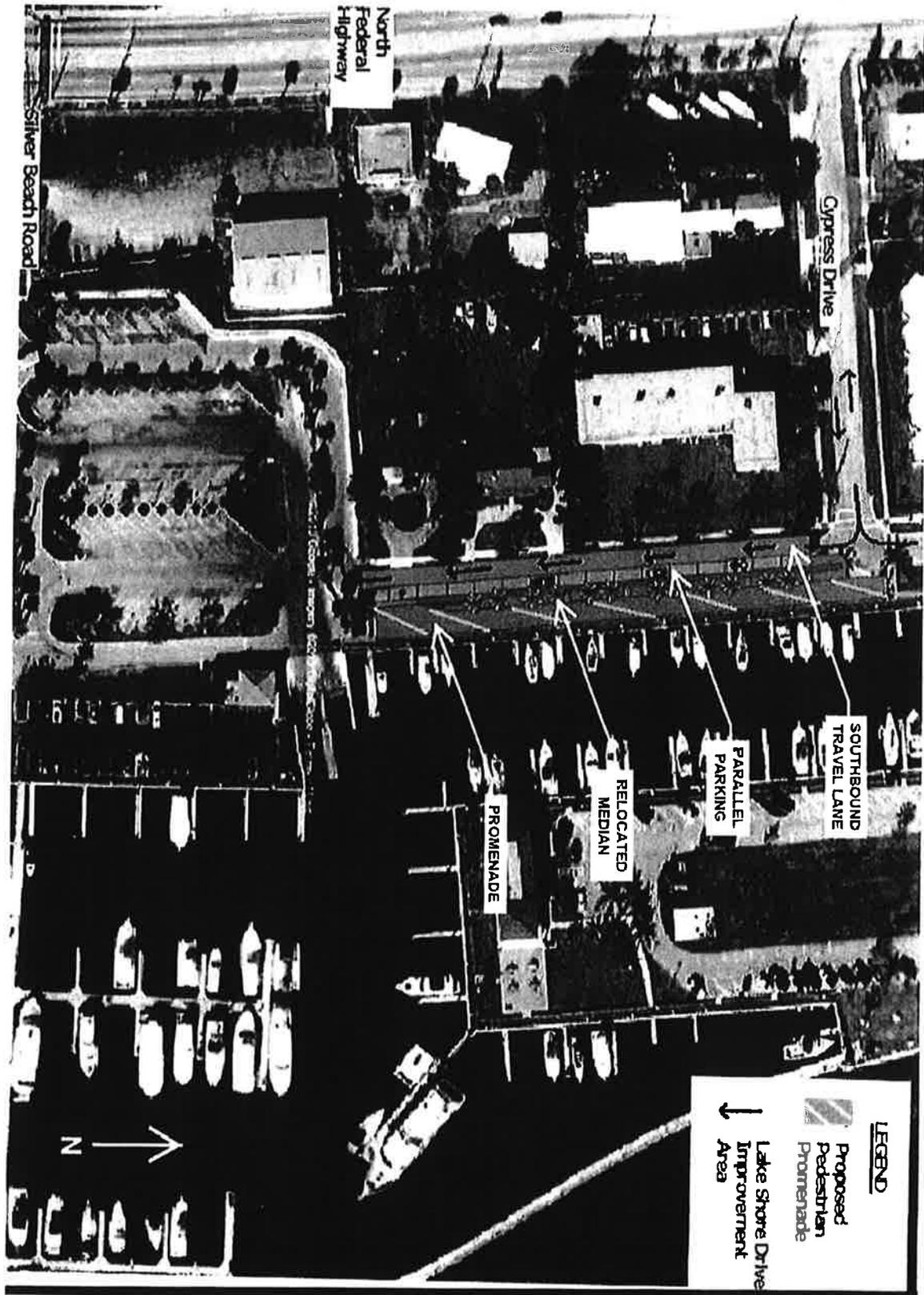
By: [Signature]
Municipality Attorney

EXHIBIT "A"

Project Description

B.	Boat Trailer Parking Lot Renovation	<p><i>This phase of the Project involves the renovation of an existing boat trailer parking lot on the above acquired land <u>as well as the integration of the existing lower lot with the upper lot. With the integration of the two lots, the traffic pattern through the integrated lots, as well as ingress and egress onto Silver Beach Boulevard, will be modified to ensure that a much safer flow of boat trailer traffic will be reached. The acquired upper lot will provide an additional 30 27 (twenty seven) boat trailer parking spaces along with 16 6 (six) standard vehicle parking spaces. The Project will provide much needed trailer parking spaces in northern Palm Beach County. This will increase trailer parking spaces at the Marina by 42 37% and thus enable more pedestrians and boaters to access the water.</u></i></p>
<p align="center">Future Projects Dependent on Public Sector Funding and Private Investment</p> <p>PHASE II</p>		
A.	Pedestrian Promenade	<p><i>This phase of the Project involves the construction of a pedestrian promenade. The TOWN will close <u>approximately 460 feet of the northbound lane of traffic of the southernmost section of Lake Shore Drive (retaining, rather than eliminating, 12 public parking spaces) and construct a pedestrian promenade amenity. This Phase of the Project will provide public pedestrian access to the waterfront for both boaters and non-boaters. This Phase of the Project depends on public grant monies.</u></i></p>

EXHIBIT B-2
CONCEPTUAL SITE PLAN
LAKE SHORE DRIVE/PEDESTRIAN PROMENADE RECONFIGURATION



TAB 15



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

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 EXTENSION OF THE TOWN'S CONTRACT WITH HY-BYRD, INC. FOR BUILDING OFFICIAL/INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

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

Approved by Town Manager *N. Di Tommaso* Date: 9-28-2020

Nadia Di Tommaso / Community Development Director *ND*
Name/Title

Originating Department: Community Development	Costs: Legal Review of Resolution Funding Source: Legal Acct: #108 <input type="checkbox"/> Finance <i>Chaired</i>	Attachments: → Resolution 69-10-20 with Exhibits
Advertised: Date: N/A Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ND OR Not applicable in this case ___ Please initial one.

Summary Explanation/Background:

This item is fairly simple. The Community Development Department contracts for Building Official/Inspection services. The existing firm under contract providing these services is HyByrd, Inc. HyByrd's contract expires October 18, 2020 and since the one time three-year renewal option has already been exhausted, Staff issued a Request for Proposal (RFP) that is currently in process. It is estimated that a new contract will be finalized and adopted by early November with the selected firm. Therefore, Staff is proposing to extend the HyByrd contract until such time as the RFP *selected* firm is ready to assume Building Official/Inspection services. All original terms and conditions during this short extension period will remain the same.

Recommended Motion: I move to **APPROVE** Resolution **69-10-20**

RESOLUTION NO. 69-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EXTENSION OF THE TOWN'S CONTRACT WITH HY-BYRD, INC. FOR BUILDING OFFICIAL/INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on October 16, 2014, the Town executed a Contract for Services (the Contract) for Building Official services with Hy-Byrd, Inc. ("Contractor"), a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, on September 7, 2016, the Town and Contractor entered into an amendment to the Contract, a copy of which is attached hereto and incorporated herein as Exhibit "B", and

WHEREAS, on October 18, 2017, the Town and Contractor agreed to extend the Contract for three years, a copy of which is attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the Town is currently soliciting proposals from qualified firms to provide Building Official/Inspection Services, and is anticipating the award of a contract to a proposer at the Commission's meeting of October 21, 2020; and

WHEREAS, to ensure that there is no lapse in Building Official services, the Town Manager is recommending that the existing Contract be extended until such time as the firm selected is ready to assume Building Official services; and

WHEREAS, the Contractor has agreed to continue to provide Building Official services until such time as the selected firm is ready to assume Building Official services.

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

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

Section 2. The existing Contract with the Contractor is hereby extended month to month until such time as the Town Manager provides written notice of its termination. Upon written notice, the Contractor shall have 10 business days to conclude all work in process.

Section 3: This Resolution shall take effect upon execution.

EXHIBIT "A"

Contract for Services for Building Official services with Hy-Byrd, Inc.

RESOLUTION NO. 36-10-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH HYBYRD, INC. FOR BUILDING OFFICIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 28, 2014, the Town of Lake Park (the Town) advertised a Request for Proposal seeking firms or individuals who could provide the professional services of a Building Official; and

WHEREAS, the Town received proposals from three firms which were opened on September 18, 2014; and

WHEREAS, the Town's Community Development Director, Finance Director, Planner, and the Administrative Assistant to the Community Development Director numerically scored and evaluated each firm's proposal; and

WHEREAS, HyByrd, Inc. scored the highest amongst the three firms who responded; and

WHEREAS, the town staff recommends that the Commission select HyByrd, Inc. to provide Building Official services to the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida

Section 1: The whereas clauses are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute a contract with HyByrd, Inc..

Section 3: This Resolution shall take effect upon its adoption.

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

	AYE	NAY
MAYOR JAMES DUBOIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ERIN FLAHERTY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER MICHAEL O'ROURKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER KATHLEEN RAPOZA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution NO. 36-10-14 duly passed and adopted this 15 day of October, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: James D. Dubois
JAMES DUBOIS
MAYOR

ATTEST:

Vivian Mendez

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

Approved as to form and legal sufficiency:

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

CONTRACT FOR SERVICES

This Contract is made as of the 16 day of October, 2014, by and between the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as the TOWN, and Hy-Byrd, Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 65-0060624.

WHEREAS, the Town requires the services of a consultant with whom it can contract to provide services which are necessary to carry out the responsibilities and authority of a Building Official pursuant to the Florida Building Code, and the Town Code; and

WHEREAS, the TOWN solicited through a Request for Proposals the services of qualified firms to carry out the above referenced responsibilities, reviewed the responses, and selected a CONTRACTOR; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

The CONTRACTOR shall furnish an on-site Building Official during regular business hours and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specifications Section of the RFP and also listed below. These will be based on the following rates:

25% Town/ 75% Contractor (Cost Sharing Percentage for Building Permits (Town penalties are excluded)/Re-inspections/Permit Revisions/Sub-Permits – see Exhibit "A") and additional hourly rates for non-permit related research and projects, as may be required, as follows:

<u>Building Official</u>	<u>\$60</u>	<u>Per hour</u>
<u>Plans Examiner</u>	<u>\$55</u>	<u>Per hour</u>
<u>Building Inspector</u>	<u>\$55</u>	<u>Per hour</u>
<u>Natural Disaster</u>	<u>\$75</u>	<u>Per hour</u>
<u>Code Enforcement</u>	<u>\$60</u>	<u>Per hour</u>
<u>Drainage Systems</u>	<u>\$60</u>	<u>Per hour</u>

SCOPE OF WORK/SPECIFICATIONS

Building Official

The CONTRACTOR shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and

statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement. Other specific duties include, but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
- Coordinating inspections and serving as technical advisor for the Building Department, as well as generating building reports, issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with Building Department activities/actions.
- Serving as liaison to the construction industry, the State of Florida, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;
- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;
- Reviewing state statutes affecting construction and determining the impact on the Town and the department; and
- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures and serving as an expert witness as the Town's Building Official, when needed by the Town.
- Assisting the Town in its participation in the National Flood Insurance Program's ("NFIP") Community Rating System ("CRS"), including, but not limited to, attending and participating in all NFIP meetings and audits alongside the Town's Floodplain Administrator.
- Maintaining all National Incident Management System (NIMS) certifications and providing all necessary property inspections following natural disasters using NIMS procedures.

Plans Examiner

The CONTRACTOR shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations (as applicable) and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

The CONTRACTOR shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The proposer must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and one, two and multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Additional Services

The CONTRACTOR shall be responsible for providing qualified individuals to perform the following additional services:

1. Natural disaster services, including inspections and post-disaster building/property damage assessments.
2. Code enforcement inspections, including testimony at Special Magistrate hearings (as necessary)
3. Inspection of stormwater drainage facilities (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit).

Personnel and Equipment:

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards may be removed at the request of the Town. The inspector(s) and plans examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statute (Chapters 468, 471 or 481).

The CONTRACTOR shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the proposer. All field personnel are required to pass a Level Two (2) background check as

per Chapter 435, Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

The Town shall provide a desk, phone and computer with internet access at Town Hall during on-site office hours.

Timeframes:

During the course of performing Building Division services, the following response times shall be adhered to:

1. Responses to public inquiries (within one business day or scheduled appointment during on-site office hours).
2. Plan review (within three calendar days, unless the nature of the permit requires more extensive review/research)
3. Inspections (all inspections to be scheduled on the next business day for requests made prior to 4:00 p.m. the prior day).

Performance Standards:

This subsection provides a summary of the minimum performance standards required .

1. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
2. Proposer shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days each week and be available by telephone or on-call for emergency situations at all other times during regular business hours.
3. Inspector(s), the plans examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.
4. Workloads for the inspector(s) and plans examiner will vary based on need; and it is expected that inspections performed will also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.
5. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.
6. All personnel performing services shall be able to understand, converse and write the English language and must be legally able to work in the United States.
7. The contractor shall work with the Town to continuously upgrade a program of disseminating

information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.

8. Employees of the proposer shall maintain all necessary licensure and certifications required to perform under the contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park within 30 days of contract award and shall be kept up-to-date throughout the duration of the contract.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the proposer providing services shall be the property of the Town.
10. The proposer shall coordinate activities with the Florida Building Commission as needed.
11. The proposer shall coordinate activities with the Palm Beach County Fire Department Staff as needed.
12. The Town prefers that the Firm review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
13. The Town prefers that the proposer maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

The TOWN'S individual who shall be responsible for the CONTRACTOR'S performance of this Contract shall be the Community Development Director.

ARTICLE 2. TERM/COMMENCEMENT DATE

This commencement date of the Contract shall be November 1, 2014. The Term of the Contract shall be three years, unless earlier terminated in accordance with Article 4, herein. The TOWN shall have the option to renew this Contract for one additional three year term upon the same terms and conditions contained herein by providing written notice to CONTRACTOR at least 30 days prior to the expiration of the initial term and providing that renewals shall be contingent upon satisfactory performance by the firm and subject to the availability of appropriate funds.

ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. **Generally** - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is attached hereto and incorporated herein as Exhibit "B". The total and cumulative compensation for this contract shall not exceed the compensation terms outlined in Article 1, and will need to be budgeted annually by the TOWN.
- B. **Payments** - Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the TOWN'S representative referenced in Article 1, above, indicating that services have been rendered in conformity with the Contract. Upon

approval, the invoice will be directed to the Finance Department for payment. CONTRACTOR shall invoice the TOWN in advance for each payment period. Invoices will normally be paid within 30 days following the TOWN representative's approval. Cost-Sharing payments will be done on a monthly basis and will be based on the previous month's revenue.

ARTICLE 4. TERMINATION

The Town may unilaterally cancel the Contract for the refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract and pursuant to Article 22.

This Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice to the TOWN'S representative in the event of a default by the TOWN. A default shall occur upon the TOWN'S failure to perform in accordance with the terms of this Contract. The TOWN may terminate the Contract upon default, or for convenience upon giving CONTRACTOR 30 days advance written notice. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work pursuant to the TOWN'S direction.
- D. Continue and complete all parts of the work that have not been terminated.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 5. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.

- C. The CONTRACTOR warrants that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.
- D. All of the CONTRACTOR'S personnel while on Town premises, shall comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without 30 days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

The CONTRACTOR shall maintain during the life of this contract:

Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable State and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

The TOWN OF LAKE PARK shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. A complete certified copy of the insurance policy(ies) is required. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+, of which evidence shall be provided to the TOWN's representative. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the

required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the CONTRACTOR and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

ARTICLE 7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its elected and appointed officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.
- D. Nothing in this Contract shall be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.
- B. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 10. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 11. ATTORNEY FEES/ COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees, and all expenses even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 13. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, shall be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 15. AMENDMENTS TO THE CONTRACT

The provisions, terms and conditions set forth herein shall only be modified upon the execution of a written amendment to the Contract. TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto.

ARTICLE 16. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33410
Attention: Vivian Mendez, Town Clerk

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 17. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 18. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 19. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 20. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the Request for Proposals and CONTRACTOR'S response thereto documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 21. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 22. PUBLIC RECORDS

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes including, but not limited to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service in paper and/or electronic formats.
- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall, upon request be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF LAKE PARK

BY: *Thomas J. Baird*
MAYOR

TOWN OF LAKE PARK
SEAL

ATTEST:

BY: *Kim M. De...*
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

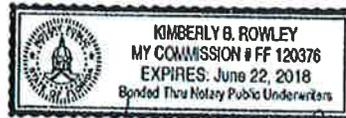
BY: _____
Thomas J. Baird TOWN ATTORNEY

PROPOSER (CONTRACTOR):

BY: *[Signature]*
Name of Authorized Representative:
Michael Conshill
Title: *V.P.*

WITNESSED BY:

Kimberly B. Rowley
Print Name:



Kimberly B. Rowley 10/16/14
(personally known)



- = Cost-Sharing per Contract
- = Compensated 100% pursuant to contracted hourly rates
- (no shading) = Solely Town of Lake Park fees (0% compensation)

APPROVED BY RESOLUTION 30-09-14 on 09-17-2014

BUILDING PERMIT FEES:

The Permit Fee Schedule shall be based on total valuation as follows:

Minimum Permit Fee up to \$ 2,499.00 in value.....	\$100.00
\$ 2,500.00 - \$ 999,999.00.....	\$100.00 PLUS - 2.0 %
\$ 1,000,000 and up.....	\$100.00 PLUS - 1.25 %

(Note: If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one(1)-hour charge)

Inspection Fee.....\$40.00
 (All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a \$40 inspection fee PER inspection will be assessed)

Re-inspection Fee.....\$75.00

Low-Voltage alarm system permit for one and two-family homes.....\$55.00

ADDITIONAL PERMIT-RELATED FEES

Permit Revision Administrative Fee utilizing the same Permit Number.....\$50.00

Sub-Permit Administrative Fee.....\$50.00

Administrative Fee for Permit
 Renewal/Reissuance.....\$60.00

ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related Building Official, Plans Examiner, Building Inspector, and Related Services..... Per hour fee based on Town Contract, minimum half hour charge

Holiday/Weekend Inspections (minimum three(3)-hour charge)..... Per hour fee based on Town Contract

PENALTIES

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

- = Cost-Sharing per Contract
- = Compensated 100% pursuant to contracted hourly rates
- (no shading) = Solely Town of Lake Park fees (0% compensation)

MOVING PERMIT FEES:

For the moving of any building or structure exceeding 500 Sq Ft
 the Permit Fee shall be:\$500.00

DEMOLITION PERMIT FEES:

For the demolition of any building or structure exceeding 500 sq ft the Permit Fee
 shall be:\$200.00 for the first 500 sq feet with the remainder @ \$1.00 / 500 sq ft

CONTRACTOR REGISTRATION FEES:

With Palm Beach County registration with a "W" designation.....\$2.00
 All Other Contractors\$10.00

SIGN PERMIT FEES:

Minimum Permit Fee up to \$ 3,000.00 in value\$100.00
 \$ 3,000.00 and up in value\$200.00
 Window Signage (per store window frontage).....\$50.00

STATE PRICE IN WORDS AND FIGURES:

Price proposal shall be all inclusive to include costs for all functions and duties generally assigned to the contracted employees listed in the RFP, any and all benefits, taxes and insurance, and any and all equipment necessary to perform the work (not provided by the Town). The all inclusive contract cost must be based on the following:

TOTAL PROPOSAL: TO PROVIDE COMMUNITY DEVELOPMENT BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES FOR THE TOWN OF LAKE PARK

Building Official, Inspections and Related Services (Each proposal must contain a revenue share percentage for permit applications, inspections and revisions/sub-permits; and hourly rates for additional services. Contract compensation will be based on cost-sharing and additional service fees)

A. Revenue Sharing Percentage of Permit Fees, Inspection Fees and Revision/Sub-Permit Fees (Primary source of compensation – refer to Exhibit "A" for existing schedule of fees and Exhibit "B" for proposed schedule of fees):

75 percent

B. Additional Hourly Loaded Billing Rates for non-permit related research and projects (as may be required):

Building Official:

\$60.00 per hour

Plans Examiner:

\$55.00 per hour

Building Inspector:

\$55.00 per hour

Related Services (as may be required)

Natural disaster services, including post-disaster building/property damage assessments:

\$75.00 per hour

Code Enforcement testimony at Special Magistrate hearing:

\$60.00 per hour

Drainage Systems enforcement of all MS4 NPDES requirements (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit): \$60.00 per hour



HYBYR-1 OP ID: LO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/10/2014

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

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

PRODUCER The Plastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens, FL 33410 Ray Allen	CONTACT NAME: Ray Allen	
	PHONE (A/C No. Ext.): 561-630-4955	FAX (A/C No.): 561-630-4966
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ohio Security Insurance Co.		24082
INSURER B: Associated Industries Ins. Co.		
INSURER C: Houston Casualty Company		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Hy Byrd, Inc.
511 S. East Coast Street
Lake Worth, FL 33460-4428

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

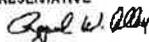
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BLS1554516246	08/29/2014	08/29/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> FLOC					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AWC1027950	12/10/2013	12/10/2014	WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		HCC1421168	08/29/2014	08/29/2015	limit per aggregate 1,000,000 2,000,000

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

Certificate holder included as additional insured with respects to General Liability

CERTIFICATE HOLDER**CANCELLATION**

Town of Lake Park 535 Park Avenue Lake Park, FL 33403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
has coverage in force for the following Named Insured as shown below:

Named Insured HY-BYRD INC.
Address of Named Insured 511 S EAST COAST ST.
LAKE WORTH, FL 33460

POLICY NUMBER	276 6486-C01-38D	C81 6735-D06-59	625 2104-D03-99B	024 3589-F21-99G
EFFECTIVE DATE OF POLICY	09/01/2014-03/01/2015	04/08/2014-10/08/2014 10/08/2014-04/08/2015	04/08/2014-10/08/2014 10/08/2014-04/08/2015	08/21/2014-12/31/2014
DESCRIPTION OF VEHICLE	2006 DODGE RAM 1500 VIN:1D7HA16K9SJS28271	2014 JEEP PATRIOT SPORT VIN:1C4NJPBASE6934539	2007 CHEVROLET TRAILBLAZE VIN:1GNDS138872227408	2011 HONDA FIT VIN:HMAGEAH368C007340
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
LIMITS OF LIABILITY				
a. Bodily Injury Each Person	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00
a. Bodily Injury Each Accident	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00
b. Property Damage	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
a. Comprehensive	\$500.00 Deductible	\$500.00 Deductible	\$500.00 Deductible	\$250.00 Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$250.00 Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HIRED CAR COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

Paul Roca
Signature of Authorized Representative

AGENT 2880 08/05/2014
Title Agent's Code Number Date

Name and Address of Certificate Holder
TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK, FL 33403

Name and Address of Agent
PAUL ROCA STATE FARM
4163 SOUTH CONGRESS AVE
LAKE WORTH, FL 33461

CERTIFICATE HOLDER COPY

Check if a permanent Certificate of Insurance for liability coverage is needed:
Check if the Certificate Holder should be added as an Additional Insured:

Remarks: "As provided for in Section 320.02(5)(e), Florida Statutes, the listed insurance policy(s) or surety bond(s) may not be canceled on less than 30 days written notice by the insurer to the Department of Highway Safety and Motor Vehicles, such 30 days notice to commence from the date notice is received by the Department"

EXHIBIT "B"

AMENDMENT to the Contract for Services for Building Official services with Hy-Byrd, Inc.

RESOLUTION NO. 31-09-2016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH HY-BYRD, INC. FOR BUILDING OFFICIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Town executed a Contract for Services (the Contract) for an on-site Building Official and Inspection Services with Hy-Byrd, Inc. ("Hy-Byrd") on October 16, 2014, approved by Resolution 36-10-14, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, Article 15 of the Contract provides that the parties may amend the Contract; and

WHEREAS, Article I of the Contract provides for a Cost Sharing Percentage for Building Permits and related services between the Town and Hy-Byrd; and

WHEREAS, the Town has experienced a significant increase in the number and valuation of applications for building permits since the Contract became effective; and

WHEREAS, given the significant increase in the number and valuation of applications for building permits submitted to the Town, the Parties have agreed to Amend Article I of the Contract to revise the cost sharing percentages between the Town and Hy-Byrd.

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

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

Section 2. Article I of the Contract, entitled "SERVICES" is hereby amended as follows:

The CONTRACTOR shall furnish an on-site Building Official during regular business hours and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specification Section of the RFP and also listed below. These will be based on the following rates:

~~25% Town / 75% Contractor~~ Town/Contractor cost sharing percentage as follows:

75% Contractor/25% Town for building permits valued at \$1 - \$249,999

60% Contractor /40% Town for building permits valued at \$250,000 - \$999,999

50% Contractor /50% Town for building permits valued at \$1,000,000 and over

Section 3: This Resolution shall take effect upon execution.

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

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>Absent</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER ANNE LYNCH	<u>/</u>	<u>—</u>
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution NO. 31-09-16 duly passed and adopted this 7 day of September, 2016.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
JAMES DUBOIS
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
FLORIDA

Approved as to form and legal sufficiency:

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

CONTRACT ADDENDUM NO. 1

THIS CONTRACT ADDENDUM NO. 1, made and entered into this 7 day of September, 2016 by and between TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as "TOWN") and Hy-Byrd Inc., a Florida corporation located at 511 South East Coast Street, Lake Worth, Florida 33460, and licensed and authorized to do business in the State of Florida hereinafter referred to as "CONTRACTOR").

WHEREAS, the 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, pursuant to Florida Statutes; and

WHEREAS, this Contract Addendum No. 1 provides a written amendment pursuant to Article 15 of the executed Contract for Services (the "Contract") approved by Resolution 36-10-14 between the Town and the Contractor; and

WHEREAS, this Contract Addendum No. 1 amends the Cost Sharing Percentage for Building Permits and related services between the Town and the Contractor; and

WHEREAS, this Contract Addendum No. 1 was approved by the Town Commission by Resolution 31-09-16.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree to amend Article I of the Contract as follows:

The CONTRACTOR shall furnish an on-site Building Official during regular business hours and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specification Section of the RFP and also listed below. These will be based on the following rates:

~~25% Town / 75% Contractor~~ Town/Contractor cost sharing percentage as follows:
75% Contractor/25% Town for building permits valued at \$1 - \$249,999
60% Contractor /40% Town for building permits valued at \$250,000 - \$999,999
50% Contractor /50% Town for building permits valued at \$1,000,000 and over.

TOWN OF LAKE PARK

BY: [Signature]

MAYOR

CONTRACTOR:

BY: Michael S. Crisafulli (Print Name)

HY-BYRD, Inc.

[Signature] (Sign)

V.P. (Title)

BY: [Signature]
TOWN CLERK
SEAL

FLORIDA

WITNESSED BY:

_____ (Print Name)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: [Signature]
Thomas J. Baird, TOWN ATTORNEY

EXHIBIT “C”

Three-Year Extension of Contract for Services for Building Official services with Hy-Byrd, Inc.

RESOLUTION NO. 88-10-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN OPTION RENEWING THE TOWN'S CONTRACT WITH HY-BYRD, INC. FOR BUILDING OFFICIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Town executed a Contract for Services (the Contract) for an on-site Building Official with Hy-Byrd, Inc. ("Contractor") on October 16, 2014 via Resolution 36-10-14, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Town amended the Contract by entering into an Amendment No. 1 on September 7, 2016 via Resolution 31-09-16, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**, and

WHEREAS, Article 2 of the Contract provides that the parties may renew the Contract for one additional three year term by providing written notice to the Contractor at least 30 days prior to the expiration of the initial term providing that renewals shall be contingent upon satisfactory performance by the firm and subject to the availability of appropriate funds; and

WHEREAS, a letter of intent to renew was issued to the Contractor by the Town on September 29, 2017 indicating that the Town was interested in renewing

and negotiating the cost sharing percentages per the Contract, a copy of which is attached hereto and incorporated herein as Exhibit "C" and

WHEREAS, the Town is continuing to experience a significant increase in the number and valuation of applications for building permits since the Contract became effective; and

WHEREAS, given the significant increase in the number and valuation of applications for building permits submitted to the Town, the Parties have agreed to Amend Article I of the Contract to revise the cost sharing percentages between the Town and Contractor.

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

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

Section 2. The Contract shall be renewed for a three-year term.

Section 3. Article I of the Contract, entitled "SERVICES" is hereby amended as follows:

The CONTRACTOR shall furnish an on-site Building Official during regular business hours and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specification Section of the RFP and also listed below. These will be based on the following rates:

Town/Contractor cost sharing percentage as follows:

~~75% 70%~~ Contractor/~~25%~~ 30% Town for building permits valued at \$1 - \$249,999

~~60% Contractor /40% Town for building permits valued at \$250,000 - \$999,999~~

50% Contractor /50% Town for building permits valued at \$250,000 \$1,000,000 and over

The Contractor shall be compensated a minimum of \$7,200 per month. For permits valued at \$16,000,000 and over, Contractor payment shall not exceed \$100,000.

Section 4: This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Commissioner Michaud, who moved its adoption. The motion was seconded by Commissioner Lynch 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 ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER ANNE LYNCH	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 88-10-17 duly passed and adopted this 18 day of October, 2017.

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

TAB 16



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

Agenda Item No.

Agenda Title: Resolution to Approve the Scope of Services Proposed by Water Resources Management Associates (WRMA) for Work Required to Assess the Current Condition of the Southern Outfall Pipe System and Assess the Increasing Impact of Sea Level Rise and Other Factors on the Pipe

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 9-30-2020
Mitch Abdelmessih/Project Manager

Name/Title

<p>Originating Department: Public Works</p>	<p>Costs: \$55,000 Funding Source: Acct. # 402-31000 Lourdes Cariseo <input type="checkbox"/> Finance</p>	<p>Attachments: 1- Resolution No. <u>70-10-20</u> 2- Resolution No. <u>58-09-20</u> 3- Proposed Scope of Services from WRMA 4- UF Grant Agreement</p>
<p>Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ OR Not applicable in this case <u>MA</u> Please initial one.</p>

Summary Explanation/Background: The Town of Lake Park has been awarded a grant of \$25,000 from the University Of Florida Board Of Trustees' Florida Sea Grant College Program. The grant is for the purpose of assessing the increasing influence of sea level rise, king tides and storm surges on the Town's existing 60-inch storm water

conveyance trunk pipe, and assessing the current condition of the pipe.

The project to be partially funded through this grant will use hydrologic and hydraulic modeling to assess the increasing influence of sea level rise, king tides and storm surges on the pipe and assess the current condition of the pipe (including pipe television with a detailed review) in order to rehabilitate and then retrofit it with the addition of green infrastructure underground storm water storage chambers to better distribute upstream peak discharges and address the increasingly adverse impact of higher climate change-based sea level rise tides.

It is required that the Town approves the scope of services proposed by WRMA in order for these activities to be performed. The purpose of this agenda item is to authorize and approve the scope of services proposed by WRMA to plan and manage the assessment and process.

Recommended Motion: I move to approve Resolution 70 -10-20.

RESOLUTION NO. 70-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPROVE THE SCOPE OF SERVICES PROPOSED BY WATER RESOURCE MANAGEMENT ASSOCIATES, INC. (WRMA) FOR ASSESSMENT OF NATURAL IMPACTS ON THE TOWN'S 60-INCH STORMWATER CONVEYANCE PIPE AND ASSESSMENT OF THE CURRENT CONDITION OF THE PIPE

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

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, the University of Florida Board of Trustees has granted the Town \$25,000 through its Florida Sea Grant College Program for the purpose of conducting assessments of the Town's major storm water conveyance pipe; and

WHEREAS, Water Resource Management Associates (WRMA) has provided a comprehensive scope of services that details the activities to be performed.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Commission hereby approves the proposed scope of services from Water Resource Management Associates to perform the assessment and study of The Town's major storm water conveyance pipe, and propose solutions to mitigate the

impacts on the Town's major storm water conveyance pipe, which will help in the removal of any pollutants and reduce the peak of discharge in the Southern Outfall.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 58-09-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO AUTHORIZE THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR ASSESSMENT OF NATURAL IMPACTS ON THE TOWN'S 60-INCH STORMWATER CONVEYANCE PIPE AND ASSESSMENT OF THE CURRENT CONDITION OF THE PIPE.

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

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, the University of Florida Board of Trustees has granted the Town \$25,000 for the purpose of conducting assessments of the Town's major stormwater conveyance pipe; and

WHEREAS, it is necessary for the Town of Lake Park to enter into a grant agreement with the University of Florida Board of Trustees for such grant; and

WHEREAS, the Town Commission has reviewed the grant agreement and has determined that it is the best interest of the Town to authorize the Mayor to sign the grant agreement.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor to sign the grant agreement with the University of Florida Board of Trustees, a copy of which is attached hereto as Exhibit A.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u>—</u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution No. 58-09-20 duly passed and adopted this 2 day of September, 2020.

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



**PROPOSED SCOPE OF SERVICES
 FOR TOWN OF LAKE PARK
 BOSTROM PARK GREEN INFRASTRUCTURE FACILITY PROJECT
 PRE-LIMINARY ENGINEERING**

PART 1.0 PROJECT OVERVIEW

Background

The Town’s current drainage infrastructure relies upon gravity-fed stormwater conveyance pipes that discharge directly into the highly ecologically sensitive Lake Worth Lagoon, which is part of the Intracoastal Waterway. As sea levels rise, the ability of the drainage system to discharge in an effective manner becomes significantly hindered, thereby harming the resiliency of the community that must cope with coastal flooding. Approximately 25% of the Town’s discharges (372 acres out of a total of 1,564 acres) flow through a single 60-inch conveyance trunk pipe located in the southern portion of Town (as illustrated in the figure below).



Lake Park Drainage System

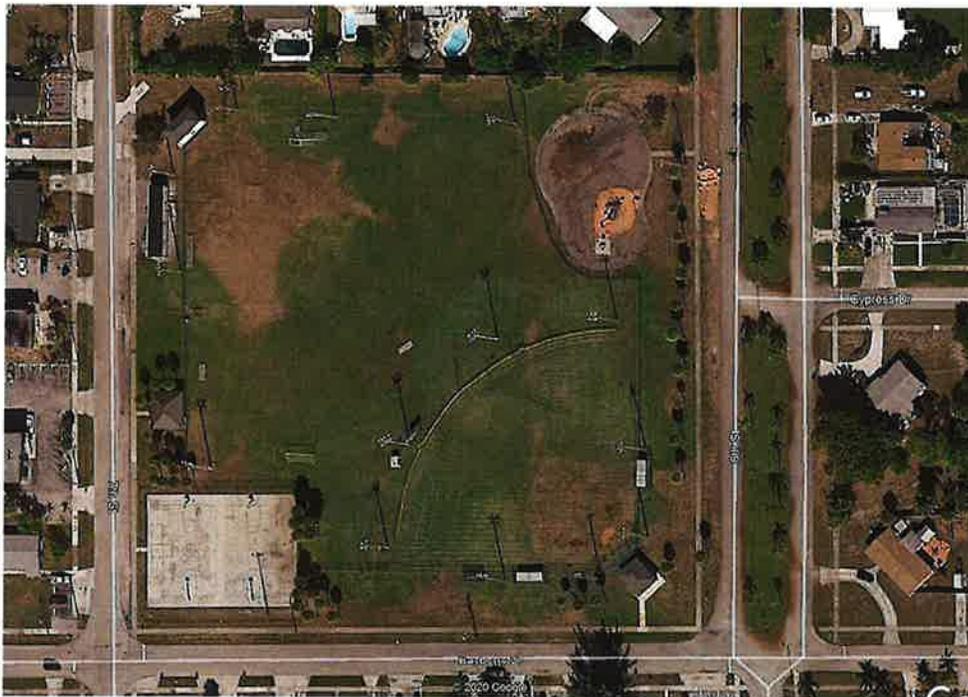
The continued integrity and centrality of this major pipe outfall has serious implications for the resiliency of a significant portion of the Town’s residential areas, which are largely comprised of low-income, minority families. Due to recurring flooding of upper and lower areas of the coastal watershed, the Southern Outfall Basin area has been studied by detailed H&H methodology. ICPR4 Hydrologic and hydraulic modeling of the Lake Park stormsewer system performed by WRMA, per the stormwater master plan, has indicated that the southern outfall, which begins on the East side of Bostrom Park is under significant loading during wet weather.

A recommendation was submitted in the SWMP to decentralize the conveyance of the upper areas of the watershed by a diversion to an underground storage facility, proposed at Bostrom Park that will detain the peak and provide water quality treatment of runoff.

The retrofit of the outfall conveyance will include the addition of Green Infrastructure subsurface Stormwater infiltration and storage chambers to better distribute upstream peak discharge volumes and address the increasingly adverse impact of higher climate change-based sea level rise tides.

The underground storage chambers will serve two functions: 1) they will act to significantly mitigate pollutant-laden stormwater runoff that otherwise would flow into the lagoon, and act as a natural filtration system to reduce total suspended solids; and 2) they will reduce the centrality of the 60" trunk-line pipe by diverting upstream Stormwater volumes to the underground chambers, which will also introduce more resiliency into the Stormwater infrastructure system.

The green infrastructure subsurface detention facility will provide for the removal of pollutants and reduction of the peak discharge in the Southern outfall, by utilizing an existing green space.



Bostrom Park Site

The objective of the Bostrom Park Green Infrastructure Facility Project, would be to:

- Intercept pollutant laden, wet weather stormwater discharges, and treat (remove pollutants) from the runoff prior to discharge into the Lake Worth Lagoon;
- and to intercept and detain wet weather stormwater discharges in order to reduce the peak discharge in the southern outfall, such as to provide sufficient drainage capacity for areas in the

Eastern portion of the Town, which have previously been identified by the Town as areas known to experience nuisance flooding;

The installation of this GI facility would not impede or change the current the land use of the property, as a recreational park. The park space would still continue to function as a recreational park with athletic fields, as it has been previously.

Project Site Data Collection Requirements

Topographic and Boundary data will be collected from existing Palm Beach County data sources.

Utility Coordination

The proposed project will require coordination with multiple above and below ground utility services including:

- Electric - Florida Power and Light
- Cable - Comcast Cable
- Water and Sewer - Seacoast Utility Authority
- Gas - Florida Public Utilities
- Stormwater - Town of Lake Park
- Telephone - AT&T

Utility information will be collected and included in the preliminary engineering plans.

The following Scope of Services is proposed.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY WRMA ON THE PROJECT

Task 1 – Project Management

1.1 Project Management

The WRMA project manager shall serve at the point of contact for the Town and manage the day to day design engineering tasks associated with this scope of services. The Project Manager will prepare a schedule for all engineering tasks in the scope, and provide bi-weekly updates on the ongoing progress of each task.

1.2 Meetings and Inter-Agency Coordination

This project is partially funded through a grant from NOAA and administered through the University of Florida. Therefore, coordination with the grant agency and other state agencies is necessary for the development and planning of this project.

The Project Manager shall attend all scheduled meetings either by phone, virtual or in person meetings with Town staff and coordinate with other agencies as necessary in order to move the project towards completion.

Task 1 Deliverable

WRMA will provide bi-weekly progress updates on design progress and inter-agency coordination.

Task 2 – Site Analysis, Planning and Collection of As-Built Information

2.1 Collection and Analysis of Utility As-Built Data

WRMA shall communicate with the Town, FDOT, FP&L and other utilities as necessary to obtain as-built information for existing utilities in or around Bostrom Park. As-Built information will be analyzed during the preliminary planning process to locate potential utility conflicts during the siting of proposed subsurface stormchamber facilities.

2.2 Collection and Analysis of Topographic Data

WRMA will obtain all available GIS and LiDAR data from the Town, the Town’s Consultants, Palm Beach County and other agencies as necessary for use in the planning and modeling process for the site. WRMA shall analyze the topography Bostrom Park for the purposes of developing a layout and site plan for installation of the GI facilities. GIS data shall be utilized for developing a base map of the project site during this preliminary planning and GI concept development phase.

2.3 Basemap Development

WRMA shall develop a project basemap of the project site displaying all information collected including topographic, boundaries, Right-of-Way and utility information. The basemap shall be used for preliminary engineering design and further project development. Exhibits of design concepts and alternatives shall be prepared for the Town using the basemap as needed.

Task 2 Deliverable

WRMA will provide the Town with a basemap plan drawing of the project site existing conditions, showing the topographic and utility information collected.

TASK 3.0 HYDROLOGIC & HYDRAULIC ANALYSIS

3.1 Hydrologic and Hydraulic Modeling

The ICPR4 model of the Lake Park drainage system will be updated by WRMA to assess hydrology systems, hydraulic networks, and the proposed implementation of the Bostrom Park GI Stormchamber Facility. The ICPR4 1D module shall be used for the development of flood control GI/LID based design alternatives. The project GIS database will be extensively applied to delineate sub-basin boundaries and process the selected model hydrologic parameters. Upon generation of final catchment boundaries links and nodes corresponding to drainage conveyance elements, flood staging locations will be coded into the ICPR model. Cross-sectional data obtained from the field and from the DEM process will be coded along the ROW length of the hydraulic model. Stage storage will be provided at selected locations to assess the level of runoff impoundment for various design storm event simulations.

3.2 Conceptual/Preliminary Drainage Design Alternatives Analysis

The objective of the conceptual drainage alternative analysis is to site and incorporate subsurface stormchambers for treatment of stormwater runoff, into the ICPR4 model. Based on selected level of service criteria, WRMA shall evaluate preliminary drainage design alternatives including:

- Multiple sizes and configurations of Subsurface storm Chambers
- Stormsewer Diversion Structures and Manholes

As previously stated, the objective of the hydraulic modeling activity is to simulate the interception and treatment of a substantial amount of stormwater runoff.

Task 3 Deliverable

WRMA will prepare a technical report for the Bostrom Park Green Infrastructure Facility including all findings of the study and ICPR modeling information and data. The technical report shall provide the basis of design and proof-of-concept for final engineering design and/or development of grant applications in order to acquire funding for further project development, design engineering and construction implementation.

TASK 4.0 PRE-LIMINARY ENGINEERING

4.1 Facility Siting & Conceptual Site Plan Development

Based on the results of the existing drainage analysis of the Bostrom Park site, and the stormsewer modeling of the Lake Park drainage system, WRMA will select, site and design subsurface storm chambers which shall be sited such as to maximize the quantity of stormwater treatment prior to discharge into the Lake Worth Lagoon. WRMA will prepare alternative site layouts showing the proposed GI facilities.

4.2 60% Plans Production

Based on the selected design concept, WRMA will coordinate with the Town of Lake Park, to prepare a set of 60% plans. The selected alternative will be refined further, and optimized with the H&H model to provide maximum benefits and cost efficiencies. Engineering design of plans, profiles and cross sections shall be developed on plans. The 60% plans shall be used for acquisition of grant funding applications.

4.3 InfraWorks Model Development and Planning Assessment

Following completion of the 60% site plans for the Bostrom Park GI facilities, WRMA will produce a 3D model in InfraWorks. The InfraWorks Model will provide Town Planning Staff and Officials with the ability to view a site rendering of the proposed project.

4.4 Engineer's Opinion of Probable Cost

Following completion of the 60% plans, WRMA shall develop a cost estimate for the proposed construction of the GI facilities. The cost estimate will form the basis for funding requests from grant agencies.

4.5 Utility Coordination

WRMA will communicate and coordinate with existing utilities to determine or identify locations of existing utilities and/or potential utility conflicts with the proposed plans for construction of the GI facilities. Any conflicts identified will be explored during preliminary engineering.

Task 4 Deliverable

WRMA will provide a 60% plan set to the Town, a cost estimate for construction, and renderings of the proposed GI facility, as well as a report on any potential utility conflicts, should any be identified.

END OF SCOPE OF SERVICES

PART 3.0 OWNER RESPONSIBILITIES

Provide WRMA, with any previous or current As-Built drawings for all areas within the project limits, as well other relevant property records, building permits and inspection documentation of any areas within the project limits. Provide Right-of-Entry to all Rights of Way, drainage, utility, maintenance, and Town owned easements and parcels.

PART 4.0 PERIODS OF SERVICE

August ____, 2020 through August 31, 2021 or until Notice of Final Completion of Services.

PART 5.0 SCHEDULE

<u>Task 1 Deliverables</u>	<u>Deliverable Due</u>
Project Manager's Bi-Weekly Progress Reports	N/A
<u>Task 2 Deliverables</u>	<u>Deliverable Due</u>
Project Site Basemap of Existing Conditions	60 Days from NTP
<u>Task 3 Deliverables</u>	<u>Deliverable Due</u>
Bostrom Park GI Facility H&H Study (Technical Report)	90 Days from NTP
<u>Task 4 Deliverables</u>	<u>Deliverable Due</u>
60% Plans, Engineers Opinion of Probable Cost, Renderings	150 Days from NTP

PART 6.0 FEES

The proposed Not-to-Exceed fee for this project is \$55,000.00.

A detailed fee schedule and task by task breakdown is attached to this proposal.

BOSTROM PARK GREEN INFRASTRUCTURE FACILITY

TASK ITEM AND DESCRIPTION	Sr. Prj Mgr	Sr. Engineer	Associate Engineer	Staff Engineer	Admin	Total Hours (hrs)	Total Labor Cost (hrs x rate)	Task Subtotal Cost
1.0 PROJECT MANAGEMENT								
1.1 Project Management	16		8			24	\$ 2,880.00	\$ 6,280.00
1.2 Meetings and Inter-Agency Coordination (Univ. FL/NOAA Sea Grant)	16		8	8		32	\$ 3,400.00	
2.0 SITE ANALYSIS, PLANNING AND COLLECTION OF AS-BUILT INFORMATION								\$ 4,660.00
2.1 Collection and Analysis of Utility As-Built Data		2	24			26	\$ 2,870.00	
2.2 Collection and Analysis of Topographic Data		2	8	8		18	\$ 1,790.00	
2.3 Basemap Development		2	40	8		50	\$ 5,310.00	
3.0 HYDROLOGIC & HYDRAULIC ANALYSIS								\$ 14,080.00
3.1 Hydrologic/Hydraulic Modeling		24	8	40		72	\$ 7,040.00	
3.2 Conceptual/Preliminary Drainage Design Alternatives Analysis		24	8	40		72	\$ 7,040.00	
4.0 PRE-LIMINARY ENGINEERING								\$ 24,670.00
4.1 Facility Siting & Conceptual Site Plan Development		2	40	16		58	\$ 5,980.00	
4.2 60% Plans		2	80	16		98	\$ 10,390.00	
4.3 InfraWorks Model Development and Planning Assessment		2	8	24		34	\$ 3,150.00	
4.4 Engineers Opinion of Probable Cost		2	8	24		34	\$ 3,150.00	
4.5 Utility Coordination		2	16			18	\$ 1,990.00	
TOTAL DIRECT LABOR HOURS	32	64	256	176	8	536		
SUBTOTAL DIRECT LABOR	\$ 4,000.00	\$ 7,360.00	\$ 28,160.00	\$ 14,960.00	\$ 520.00	536	\$ 55,000.00	\$
TOTAL COST							\$ 55,000.00	\$

CONTRACT FOR SERVICES

This **Contract for Services** (this "Contract") is made and entered into as of this 22 day of July, 2020, by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Florida Sea Grant College Program ("University"), and **Town of Lake Park** ("Supplier").

University hereby engages Supplier to provide the Services (hereinafter defined), and Supplier hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Supplier shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the "Services"). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Supplier's industry.

2. **Term.** The term of this Contract is set forth on Exhibit A.

3. **Compensation and Payment.** University shall pay Supplier as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Supplier shall not be entitled to any other fees, reimbursements or compensation under this Contract. Supplier shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Supplier. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

4. **Addresses for Notices.** All Notices under this Contract shall be made in writing the addresses set forth on Exhibit A.

5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

UNIVERSITY:
The University of Florida Board of Trustees
for the benefit of _____
Florida Sea Grant College Program

Signature: Karen Olitsky
Name: Karen Olitsky
Title: Procurement Agent III
Date: 8/3/2020

SUPPLIER:

Signature: 
Name: Michael O'Rourke
Title: Mayor
Date: September 2, 2020

EXHIBIT A

1. **Scope of Services (Section 1).**

Please reference the attached Scope of Work and Application - Attachment 1

A final progress report (Attachment 2) is due at project completion. Payment of the final invoice will be issued upon receipt and approval of all reports.

2. **Term (Section 2).** The term of this Contract shall begin on 8/1/2020 and terminate on 7/31/2021. The term of this Contract may be extended by University for an additional period of 1 year(s). If University desires to exercise this extension right, it shall so notify Supplier no later than thirty (30) days prior to the date the initial term expires.

3. **Compensation and Payment Schedule (Section 3).**

For acceptable performance of the work described herein, SUPPLIER shall be reimbursed for costs incurred not to exceed **Twenty Five Thousand Dollars** \$25,000, in accordance with the attached Budget, for performance of the scope of work identified in Attachment 1. Additionally, SUPPLIER shall properly document and report on invoices their budgeted cost sharing in the amount of \$30,000. Attachment 3 reports should be included with all invoices.

4. **Notices (Section 4).**

University:
Florida Sea Grant College Program
1762 McCarty Dr., Bldg. 803
PO Box 110400
Gainesville, FL 32611-0400

Attention: Rod Venegas

Phone: (352)294-0759
Cell:
Fax:
Email: rodvenegas@ufl.edu

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

Attention: John D'Agostino

Phone: (561)881-3304
Cell:
Fax:
Email: jdagostino@lakeparkflorida.gov

EXHIBIT B
UNIVERSITY OF FLORIDA CONTRACT ADDENDUM
STANDARD TERMS AND CONDITIONS

Availability of Funds. The University's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through contractor or grant programs.

Tax Exempt. The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 85-8012646174C-8.

Payment. Supplier shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Supplier is responsible for any taxes due under this Agreement. UF's performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature's annual appropriation and/or the allocation of funds through contractor or grant programs. UF will make payment in accordance with UF Regulation 6C1-3.022. If UF does not issue payment within 30 days of receipt of a proper invoice, UF will pay to Supplier, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Suppliers experiencing payment problems may contact the Vendor Ombudsman at (352) 392-1241.

Relationship of the Parties. Supplier is an independent contractor, and neither Supplier nor Supplier's employees, agents, or other representatives shall be considered UF employees or agents. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract. Supplier shall not use UF's name, trademarks, logos, or marks without UF's prior written approval. Supplier represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Supplier also assumes such risk with respect to the willful or negligent acts or omissions of Supplier's subcontractors or persons otherwise acting or engaged to act at the instance of Supplier in furtherance of Supplier fulfilling Supplier's obligations under the Agreement.

Confidentiality of Information. If Supplier is exposed to UF's confidential information, Supplier will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Supplier prior notice. This provision shall survive termination of the Agreement.

General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Supplier by UF or as a waiver of sovereign immunity beyond that

provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns. C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Supplier's employees or grants of exclusivity to Supplier are null and void. D. The University cannot agree to waive trial by jury or any other procedural or substantive right such as the right to a specific type of relief. E. Supplier will have and maintain types and amounts of insurance that at a minimum cover the Supplier's (or subcontractor's) exposure in performing this Agreement. UF is self-insured, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for this Agreement. F. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Alachua County, Florida.

Sovereign Immunity. The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any supplier; (ii) be liable for supplier's attorneys' fees under any circumstances; or (iii) binding arbitration or mediation. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

Payment Card Industry Data Security Standard. For e-commerce business and/or credit card transactions, Supplier agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard.

Payment and Invoice Information. All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to ufl@invoices.corcentric.com. The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

Force Majeure. “Event of Force Majeure” means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question. Supplier shall give prompt notice to University of Florida of any actual or potential labor dispute which may affect performance of this contract.

Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Supplier shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Alachua County, Florida.

Indemnification. The Successful Supplier shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Supplier, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Supplier’s obligation under this provision shall not extend to any liability caused by the sole negligence of the University of Florida Board of Trustees, University, or its officers, agents, and employees. **DUE TO ITS SOVEREIGN IMMUNITY, UF WILL NOT AGREE TO INDEMNIFY SUPPLIER.**

Public Records. All contract information becomes subject to Florida Public Records law, F.S. Chapter 119. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, email: PR-Request@ufl.edu, PO Box 113156, Gainesville, FL 32611-3156**

Travel. Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the University's travel policy (<http://www.fu.ufl.edu/directives-and-procedures/travel/>) and Supplier shall be required to provide all back-up documentation required by the policy.

Conflict of Interest. Suppliers must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Supplier must disclose the name of any University of Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Supplier's business.

State Vendor Lists. Supplier represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

Notices. All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Supplier, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Termination. UF may terminate this Agreement by giving Supplier prior written notice of termination. UF shall only be liable for payment of services rendered and accepted by UF prior to the date of termination.

Unilateral Cancellation. This Contract may be unilaterally canceled by University for refusal by Supplier to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Supplier in conjunction with this Contract.

Miscellaneous. This Contract may be modified or altered only by written agreement signed by both University and Supplier. Time is of the essence with respect to this Contract. Supplier shall not assign, transfer, delegate, subcontract, or otherwise dispose

of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

Record-Keeping. Supplier agrees to retain all records relating to this Contract during the term and for a period of __ years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Supplier.

COASTAL PARTNERSHIP INITIATIVE
<https://floridadep.gov/rep/fcmp/content/grants>

GRANT APPLICATION

Refer to Rule Chapter 62S-4, Florida Administrative Code, available at <https://floridadep.gov/rep/fcmp/content/grants> for information on funding requirements and evaluation criteria.

Eligible applicants for the Coastal Partnership Initiative are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Florida colleges, community colleges, state universities, regional planning councils, national estuary programs and non-profit groups may also apply, as long as an eligible local government agrees to participate as a partner.

Submittal Requirements

1. One application per applicant may be submitted per grant cycle (i.e., one application per county, city, or other eligible applicant.)
2. Applicants may request:
 - a) no more than \$30,000 and no less than \$10,000 for planning, design and coordination activities; and
 - b) no more than \$75,000 and no less than \$10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition. These projects cannot involve planning/coordination tasks or components.
3. Non-profit groups are not eligible to receive funds for construction projects, invasive exotic plant removal, habitat restoration, or land acquisition. Applications submitted by non-profit groups that propose these activities (as listed in 62S-4.004(2)(c)) will be disqualified.
4. Funding is available only for project work initiated and completed during a 18-month period beginning July 1 and ending December 31.
5. One original signed application, electronic or paper must be submitted.
6. All applications must be submitted on the CPI Application Form.
7. Applications must be submitted via email to FCMPMail@FloridaDEP.gov or mailed to the address below by 4:00 p.m. on the date identified in the notice of availability of funds to:

Department of Environmental Protection
Florida Coastal Management Program, MS 235
ATTN: CPI Applications
3900 Commonwealth Blvd., Tallahassee, FL 32399-3000

Faxed or late applications will not be considered and will be disqualified.

A. TITLE PAGE

Project Title: Southern Lake Park Coastal Resiliency Project
CPI Initiative Priority Area(s): Resilient Communities
Applicant Name and Name of Partner Entity (if applicable):
Town of Lake Park

Official Contact Name: John D'Agostino
Title: Town Manager
Phone: 561-881-3304
Email Address: jdagostino@lakeparkflorida.gov
Postal Address: 535 Park Avenue
Lake Park, FL 33403
Applicant DUNS Number: 025113747
Link to coastal element:

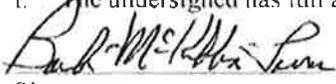
<http://discover.pbegov.org/pzb/planning/PDF/ComprehensivePlan/CoastalManagement.pdf#search=PBC%20Comprehensive%20Plan%20Coastal%20Management%20Element%20%2D%20Palm%20Beach>

Proposed Project Manager Name: Richard Scherle Email: rscherle@lakeparkflorida.gov

Certification Statement

“By signing this title page, the undersigned certifies that:

- a. This application is in all respects fair and submitted in good faith without collusion or fraud;
- b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
- c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
- d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
- e. No federal funds will be used as match for funds awarded as a result of this application process;
- f. The applicant local government’s adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
- g. [If construction is proposed] The applicant submitted a completed NOAA 306A questionnaire, supplied the required attachments, conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies and has permits and approvals regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;
- h. [If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; detailed means methods and best management practices to be used for the project and;
- i. The undersigned has full authority to bind the applicant.”



Signature

Bambi McKibbon-Turner, Acting Town Manager
Name & Title

4/16/2020
Date

If applicant is a Florida college, community college, state university, regional planning council, national estuary program or non-profit group, include the signature, name, and title of contact for partnering entity; the name of the eligible county or city partner; and the date.

Signature of Partner	Name & Title	County or City Partner Entity	Date
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B. PROJECT LOCATION MAP

Include a project location map no larger than 8½" x 11".

(10 pts.)*



Southern Outfall Pipe

* NOTE: The maximum number of points for scored application components is indicated in each section.

C. WORK PLAN (Expand text boxes as needed, keeping within the 10-page Work Plan limit)

This section describes the project and cannot exceed 10 single sided pages or 5 double sided pages. If letters of support or other materials are submitted to address the Work Plan components below, these items will count toward the maximum 10 pages of the application Work Plan; any additional pages or Appendices will be discarded and not considered in the evaluation of the application. The Title Page, Location Map, Budget and Budget Narrative do not count toward the 10-page limit of the Work Plan.

1. PROJECT DESCRIPTION.

a. Describe in detail the activity or work to be conducted; include project location information. (15 pts.)

The Town of Lake Park, located in northeastern Palm Beach County, is a coastal community directly impacted by sea level rise. The Town's current drainage infrastructure relies upon gravity-fed stormwater conveyance pipes that discharge directly into the highly ecologically sensitive Lake Worth Lagoon, which is part of the Intracoastal Waterway. As sea levels rise, the ability of the drainage system to discharge in an effective manner becomes significantly hindered, thereby harming the resiliency of the community that must cope with coastal flooding. Approximately 25% of the Town's discharges (372 acres out of a total of 1,564 acres) flow through a single 60-inch conveyance trunk pipe located in the southern portion of Town (as illustrated by the map in item B above). The continued integrity and centrality of this pipe has serious implications for the resiliency of a significant portion of the Town's residential areas, which are largely comprised of low-income, minority families. Due to recurring flooding of upper and lower areas of the coastal watershed, this proposed project includes two components:

1. A certified floodplain manager or other professional experienced in regional stormwater challenges will use hydrologic and hydraulic modeling to assess the increasing influence of sea level rise, king tides and storm surges on the pipe; and

2. A professional engineer who is currently under a five-year contract with the Town will assess the current condition of the pipe (including pipe television with a detailed review) in order to rehabilitate and then retrofit with the addition of green infrastructure underground stormwater storage chambers to better distribute upstream peak discharges and address the increasingly adverse impact of higher climate change-based sea level rise tides. The underground storage chambers will serve two functions: 1) they will act to significantly mitigate pollutant-laden stormwater runoff that otherwise would flow into the lagoon and act as a natural filtration system to reduce total suspended solids; and 2) they will reduce the centrality of the 60-inch trunk-line pipe and diversify upstream stormwater loading, which will introduce more resiliency into the stormwater infrastructure system.

b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description.

(20 pts.)

As indicated in item 1.a., the 60-inch drainage pipe system, also known as the Southern Outfall Drainage Area, covers a significant portion of the Town. Various areas have been added to the outfall without a systematic stormwater management approach for discharge via undersized primary and secondary branches. Over time, the capacity of the 60-inch outfall has decreased to the point that storm events of medium to large precipitation (over 3-year/1-day) create a backup that results in runoff flowing out of the inlets, as illustrated in Appendix 1.

Retrofitting of the outfall primary and secondary branches by the installation of basin-wide GI-based underground detention chambers, and by selected redirection of flow in the upstream areas into these chambers will be necessary to reduce flooding and enhance protection of protection of highly urbanized residential areas.

As stated earlier, the proposed project has two primary objectives:

1. Assess the increasing influence of sea level rise, king tides and storm surges on the pipe; and
2. Assess the current condition of the pipe as it relates to diverting flows that would otherwise enter the Lake Worth Lagoon into the underground GI-based detention chambers in order to better distribute upstream peak discharges and address the increasing adverse impact of higher climate change-based sea level rise tides.

In order to achieve these objectives, the following tasks will be performed:

TASK 1: Data collection and management

The Town will review the adequacy of previously collected data obtained from pipe televising of the main 60-inch pipe that discharges into the Lake Worth Lagoon. If necessary, additional data acquisition (ie, pipe televising) will take place to ascertain the current integrity of the pipe.

Deliverable: Data collection and management technical report

Timeline: October 1, 2020 through February 28, 2021.

TASK 2: Engineering

The Town's engineers will review the collected data and create plans for the addition of GI-based underground detention chambers. With the grant funding and the Town's funding match, the Town expects to develop 100% plans to create a "shovel-ready" environmental construction project.

Deliverable: Project manual and construction plans.

Timeline: March 1, 2021 through June 30, 2021.

TASK 3: Climate change and sea level rise assessment

Activities associated with this task include a vulnerability analysis to assess the impacts of climate change and sea level rise. The results will be considered in recommending the appropriate location and sizes of the underground GI-based detention chambers.

Deliverable 3: Chamber sustainability assessment report.

Timeline: July 1, 2021 through October 31, 2021.

TASK 4: Alternatives analysis

As part of the alternatives analysis, the Town will perform drainage level of service (LOS) analysis to assess the potential for project alternatives and formulating potential stormwater system rehabilitation strategies as a function of climate change (coastal sea level rise) as well as increasing storm event intensities (flooding frequency and direction).

Deliverable 4: Alternatives analysis technical report.

Timeline: August 1, 2021 through November 30, 2021.

2. PROJECT NEED AND BENEFIT

- a. Explain the demonstrated need, which the project addresses.

(25 pts.)

The ICPR4 hydrologic and hydraulic (H&H) model was used to perform preliminary hydrodynamic modeling of the rainfall/runoff process occurring throughout Basin 12. Hydrologic simulations were performed for 3-year/24-hour, 10-year/24-hour, 25-year/3-day, 50-year/3-day, and 100-year/3-day storm events. Preliminary H&H modeling of the 60-inch outfall (Basin 12) area results illustrates that the

interconnected system of reinforced concrete pipes (RCP), corrugated metal pipes (CMP), and high-density polyethylene (HDPE) pipes does not have the capacity to convey runoff from mostly impervious dense urban areas for storm events of significance (greater than 5-year frequency).

This modeling aligns with real-world detrimental impacts that the Town is already experiencing. Appendix 1 illustrates backflow from the 60-inch pipe in front of a residential property, which is creating a severe threat to the community's resiliency.

The need is further demonstrated by the implications set forth in Appendix 2, which illustrates projected climate change-based sea level rise by the United States Army Corps of Engineers (USACE). The change in sea level rise between 2019 and 2060 is estimated by USACE to be 26 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 a sea level rise of 2.7 feet) indicates that the problems that are being experienced today will grow in severity. This project will position the Town to ensure adequate resiliency and sustainability for a minimum of approximately 25% of its total land area.

b. Explain how the proposed project meets the purpose of at least one CPI priority area. (10 pts.)

The goal of the "Resilient Communities" priority area is to help coastal communities prepare for and respond to the effects of climate change, natural hazards and disasters. The Town of Lake Park is dedicated to improving its resiliency in the face of climate change and its myriad effects. The proposed project is an innovative coastal management project that will help the coastal community of Lake Park prepare for and respond to the effects of climate change and disasters. This project holds enormous potential to improve the Town of Lake Park's resiliency and ability to adapt to climate change-based sea level rise, storm surges and king tides, all of which are likely to be damaging, if not potentially devastating, to the Town. The opportunity to plan for, and eventually ensure, continued effective drainage will minimize, if not entirely negate, the effects of climate change-based sea level rise and storm surges.

c. Discuss the extent to which the project will improve the management and protection of coastal resources and identify any potential negative impacts. (25 pts.)

The project will improve the management and protection of coastal resources by protecting coastal and coastal-adjacent properties from climate change-based damages and enhancing the cleanliness of stormwater discharges into the ecologically rich and sensitive Lake Worth Lagoon and Intracoastal Waterway. This will be achieved by the addition of GI-based underground detention chambers to better distribute upstream peak discharges and address the increasingly adverse impact of higher climate change-based sea level rise tides. These efforts will be undertaken in conjunction with the Town's new stormwater master plan, which is currently under development in partnership with the Florida Resilient Coastlines Program. The combined objectives emphasize utilization of comprehensive green infrastructure (GI) and low-intensity development techniques to detain and treat stormwater runoff at the point of generation, which will further enhance the functionality of the infrastructure system by reducing turbidity and nutrient loading while simultaneously increasing floodwater conveyance and treatment capacity.

Currently, the only foreseeable minor potential negative impact is the temporary disturbance of land associated with installation of the GI technologies under a public park area. Proactive and careful application of responsible engineering will ensure that this risk remains manageable and does not invalidate the option of utilizing this particular form of green infrastructure.

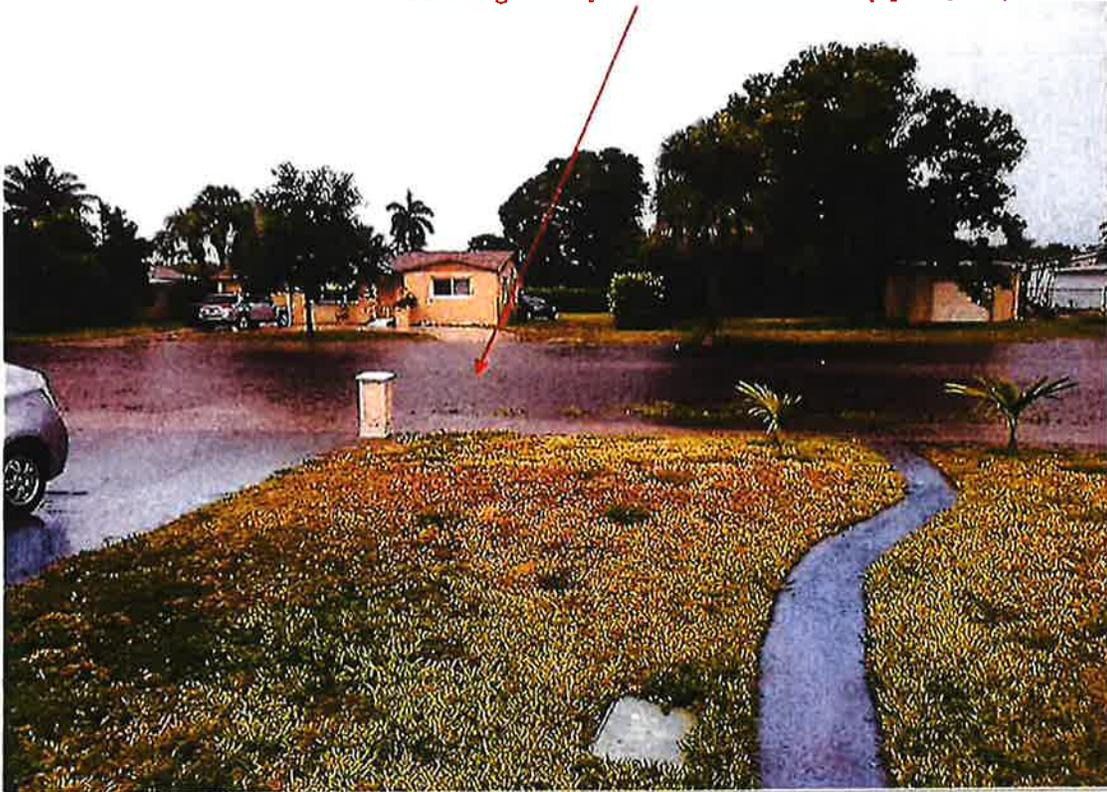
d. Discuss how project is feasible and can be completed within 18 months. (10 Pts.)

The Town of Lake Park is dedicated to the successful completion of this project within 18 months. This timely execution is feasible for a number of reasons, including the ready availability of a \$30,000 match through the Town's stormwater utility if funding is provided through this application. In addition, the Town has in-house and contractually obligated engineering teams in place and ready to deploy immediately upon

notification of award, which, when combined with the clearly defined and executable scope of the project, will lead to project completion within, and likely in advance of, the 18-month deadline. Further, the Town of Lake Park is led by a Commission that fully realizes the challenges created by climate change, which fosters an environment of political support for the project, inclusive of all project-related activities.

APPENDIX 1: PIPE BACKFLOW

Flooding directly attributable to current pipe capacity issue

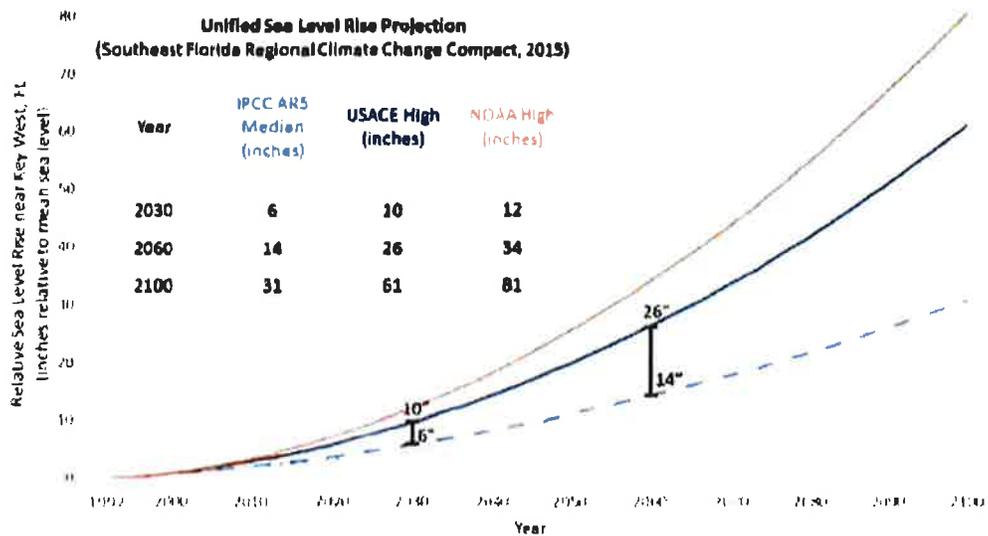




Backflow surging from pipe

APPENDIX 2: CLIMATE CHANGE-BASED SEA LEVEL RISE PROJECTION

SEFRCCC Unified Sea Level Rise Projection (SEFRCCC Sea Level Rise Work Group, 2015)



APPENDIX 3: WIDER VIEW OF LAKE PARK DRAINAGE



BUDGET and BUDGET NARRATIVE

(15 Pts.)

Type dollar amounts only in applicable categories (round to nearest dollar; no cents) and leave other categories blank. A recipient will be required to provide 100% (1:1) matching funds, cash or in-kind. No more than one-half (50%) of match can be provided by a third party.

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	_____	\$5,000 _____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment	_____	_____
5. Supplies	_____	_____
6. Contractual Services	\$25,000 _____	\$30,000 _____
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
FCMP Total	\$25,000 _____	
Match Total		\$30,000 _____

Total FCMP & Match Funds \$55,000

If budget exceeds the amount shown on the "Total" line above, indicate the total project cost: \$ _____

BUDGET NARRATIVE: Describe line items for each applicable budget category shown above. Provide sufficient detail to show cost relationship to project activities for both FCMP and match items. **Indirect costs are not allowed as match.**

Total FCMP Funds Requested: \$25,000

Salaries:

Fringe Benefits:

Travel:

Equipment:

Supplies:

Contractual Services: FCMP funds will be utilized to pay for the services of one or more contractors who will undertake and report on the assessments to be performed through this project, including the current condition of the pipe and the increasing level of sea rise, king tides and storm surges on the pipe, for the purpose of retrofitting and adding a pump station.

Other Expenses:

Indirect Charges:

Total Match Funds: \$30,000

Salaries: \$5,000 in matching funds will be used to cover a portion of the salaries for the Town's Director of Public Works and Project Manager, who will be working on this project.

Fringe Benefits:

Travel:

Equipment:

Supplies:

Contractual Services: \$25,000 in matching funds will be used to pay for the services of one or more of the professional consultants who are under five-year active contracts with the Town and/or specialized contractors who are well-versed in underground infrastructure, imaging and assessment. The services provided by the consultant(s) will be essential to the completion of the assessment project.

Other Expenses:

NOTE: Project costs will be evaluated for reasonability, and the application is eligible for up to 10 points based on the evaluation of costs.

ABBREVIATED NOAA ENVIRONMENTAL COMPLIANCE QUESTIONNAIRE

Instructions: Answer EVERY question in the yellow square below it.

Questions are selected from the full 62-question NOAA Environmental Compliance Questionnaire (available at www.nepa.noaa.gov), as such questions are not in numerical order.

Grant number and/or Project ID (if available)
Project Title
Lake Park Southern Outfall Project
Name and contact information for the person completing this form
Richard Scherle MPA; rscherle@lakeparkflorida.gov 561-881-3348
State Sea Grant Program
<u>PROPOSED ACTIVITY</u>
Describe the proposed activity, including: <ul style="list-style-type: none">• The purpose, objectives, and goals
The Town of Lake Park is proposing to create construction plans for a green infrastructure (GI) project that will ultimately significantly reduce pollutant loading in the ecologically sensitive Lake Worth Lagoon, help the Lake Park community become more resilient in the face of climate change by decentralizing stormwater drainage via the usage of underground storage chambers, and improve drainage for a low-income, minority-majority neighborhood area.
Is the proposed activity a continuation or part of an ongoing activity? If yes, then: <ul style="list-style-type: none">• Describe any changes to the proposed activity since it was initiated, including progress toward achieving its objectives/goals; and• Provide any additional information, previous environmental review documents, and/or reports from previous years.
This project is in the beginning stages of development and the Town of Lake Park is prepared to create shovel-ready (or near-shovel-ready) plans for the implementation of a critically important project for the coastal community of Lake Park.
Describe sampling, collecting, or observation protocols and operational procedures
As part of the Town's compliance with NPDES regulations and guidelines, we regularly test our stormwater discharges into the Lake Worth Lagoon to identify and assess pollutant loadings for the purposes of developing strategies to reduce and/or eliminate those pollutants.
Will the proposed activity require the cataloging and compiling of sources of socioeconomic data? If yes, then please explain.
The proposed activity will not. However, Lake Park is a CDBG-entitled community that is primarily low- to moderate-income, and is also a minority-majority community.

Does the proposed activity consist solely of software research and manipulation? If yes, please explain.

N/A

Does the proposed activity utilize a new or untested scientific technology or method? If yes, then describe briefly the technological process or methodology and potential environmental effects of the proposed activity.

While not new, the proposed activity will move the Town toward the implementation of green infrastructure, which is a relatively newer technique used to manage stormwater runoff. Unlike traditional piping and end-of-pipe treatment, green infrastructure utilizes technologies such as bioswales, underground detention chambers, pervious pavements, rain gardens and barrels, etc. to arrest stormwater at the point of generation and prevent it from entering the traditional stormwater infrastructure system. This technique results in significant pollution reductions by reducing total suspended solids and a range of other pollutants that threaten our local ecosystems.

What amount (total numbers and/or weight) of fish or invertebrates are proposed to be caught? What is the size (weight, length, and age class) of each species targeted for capture?

The Town's project will not involve the capture of local flora and fauna. It will, however, result in cleaner stormwater outflows into the ecologically sensitive Lake Worth Lagoon, which is home to a range of native seagrasses and game fish, as well as manatees.

List non-target species that may occur in the proposed sampling area and specify how many of each non-targeted species are expected to be caught.

N/A

Will the proposed activity introduce genetically modified organisms, species bred for specific traits (e.g. disease resistant stocks), or non-indigenous species into an area?

No.

Describe the processing methods to be used to conduct the research.

N/A

LOCATION

Describe the proposed activity location, including, if available and appropriate, geographic coordinates (latitude, longitude in DD MM.MMM), river mile markers, etc. for all distinct phases of the proposed activity.

This project will be located in the Town of Lake Park, Florida, a coastal community that directly borders the Lake Worth Lagoon. The proposed underground chambers will be located in Bert Bostrom Park, between 6th and 7th Streets in the Town of Lake Park.

Is the location of the proposed activity in a previously undisturbed area? If yes, then explain if the proposed activity would degrade or disturb the previously undisturbed area.

No.

Are there pre-existing or ongoing uses at the location of the proposed activity? If yes, then describe and explain the pre-existing or ongoing uses at the location of the proposed activity or, if not known, describe how pre-existing/ongoing uses will be determined.

The Town of Lake Park proposes to install green infrastructure underground stormwater detention chambers underneath a public park (i.e., Bert Bostrom Park). The park is utilized by a range of local sports enthusiasts and provides a recreational area for the local children. The proposed project will not negatively affect or otherwise change the park, as upon completion of construction the park will be returned to its "normal" condition.

Describe the characteristics of the location of the proposed activity by:

- indicating whether it includes unique geographic areas of notable recreational, ecological, scientific, cultural, historical, scenic, economic, or aesthetic importance;
- describing any anticipated changes over time to the natural landscape and/or viewshed that would result from the proposed activity;
- listing any ecologically significant or critical areas in the location of the proposed activity, including areas that are normally inundated by water or areas within the 100- year flood plain;
- essential fish habitat and habitat areas of particular concern designated under the Magnuson-Stevens Fishery Conservation and Management Act; • listing any critical habitat areas for Endangered Species Act-listed species;
- listing any marine protected areas or national marine sanctuaries in the location of the proposed activity;
- listing any part of refuge lands, wild or scenic rivers, wetlands, or prime/unique farmland in the location of the proposed activity;
- listing any properties listed or eligible for listing on the National Register of Historic Places, National Historic Landmarks, or National Monuments; and
- listing any religious or cultural sites of any Federally recognized Indian Tribes or Native Hawaiian organizations in the proposed activity area.

As indicated above, the Town of Lake Park's proposed project will reduce pollutants that enter the Lake Worth Lagoon, a locally important and ecologically sensitive habitat that is home to native seagrasses and a range of prized native game fish and manatees. However, the project itself is located upstream of the outfall, and the Town intends to arrest and redirect stormwater that otherwise discharges into the lagoon. The project is expected to result in significant reductions to total suspended solids, which is one of the primary problems currently plaguing the lagoon. We also expect the project to result in capture of nitrogen, phosphorous, and other pollutants. The area is not home to, nor adjacent to, any Native American archeological sites.

Are minority or low-income communities located in the area of the proposed activity? If yes, then describe how the minority or low-income communities may be impacted by the proposed activity.

Yes. The Town of Lake Park is a CDBG-entitled, low- to-moderate income, minority-majority neighborhood. Currently, the over-reliance on a central trunk line (i.e., the Southern Outfall Pipe) that we are seeking to correct has caused flooding and drainage issues that are carefully detailed with photography in our grant application. In addition to the environmental benefits that this project will bring, the project will directly benefit the Town's low-income neighborhoods by reducing and even eliminating the threat of flooding for years to come, and will enhance the resilience of the area in the face of pending climate change (also detailed in the grant application).

PROJECT PARTNERS, PERMITS AND CONSULTATIONS

List all other interested or affected Federal, state, and local agencies, Native American tribes or Native Hawaiian organizations, non-governmental organizations, and private individuals which may potentially be interested and/or affected by the action.

The Town of Lake Park does not expect that any other agencies will be affected. However, we do expect the possibility of requiring various construction and dewatering permits from agencies such as the South Florida Water Management District. The project site is not located near any Native American archeological sites.

Are Federal, state, or local permits, authorizations, waivers, determinations, or consultations required for the proposed activity to comply with all applicable environmental laws and regulations? If yes, then:

- list and provide the status of all required Federal, state, or local permits, authorizations, waivers, determinations, conditions, and consultations, as applicable; and
- provide copies of all required Federal, state, or local permits, authorizations, waivers, or determinations that you have secured.

The Town expects to require South Florida Water Management environmental and dewatering permits, along with permits for working in the Town's ROW from the Public Works Department. As part of the scope of work for this proposed project, all relevant permitting agencies will be contacted and permits will be obtained. As this is a design activity, copies of all applicable permits are not yet available.

SAFETY

Describe potential unique or unknown risks to human health or the environment from the proposed activity.

The Town does not expect any unique or unknown risks to human health as a result of this project.

Describe the potential to generate, use, store, transport, or dispose of hazardous or toxic substances. Please include the following:

- a list of any hazardous substances (as defined by 29 C.F.R. 1910.120(a)(3)) that will be involved in this project and any hazardous wastes (as defined by 40 C.F.R. 261.3) that may be generated during the proposed activity;
- any hazardous contaminants that may be uncovered and/or disturbed by the proposed activity; and
- a list of the procedures/protocols that will be followed to ensure safe handling of hazardous substances and proper disposal of all hazardous wastes.

No hazardous wastes or toxic substances will be disturbed or otherwise handled with respect to this project.

<u>AQUACULTURE (IF APPLICABLE)</u>
Will the proposed activity be conducted in a closed system mesocosm/aquaculture facility or in open water (coastal or Federal waters)?
No.
If using aquaculture gear, describe whether gear would be deployed short-term (1-2 years) or long-term (2+ years) and describe the number of cages/nets, lines, anchors, etc. that would be used during the course of the study. What type and size of cages/nets, lines, anchors, etc. would be used?
N/A
What amount (total numbers and/or whole weight in pounds) of fish or invertebrates are proposed to be captured for culture purposes (i.e., broodstock)? What is the target size (weight and length) and age class of each species to be captured for culture purposes?
N/A
What amount (total numbers and/or whole weight in pounds) of fish or invertebrates are proposed to be cultured? What is the estimated size (weight and length) and age class of each species targeted for harvest at the end of each culture period?
N/A
If the proposed activity involves the use of any specialized equipment that may introduce sound into the environment, then provide a description of the noise(s), including frequency (Hz), amplitude (dB), angle (or degrees) radius the noise may travel from the source, and other relevant technical specifications. Compare the noise(s) generated by the proposed activity with ambient noise conditions, if known. Also, discuss the length of time and frequency of occurrence that the noise is expected to be introduced into the environment.
N/A
If the proposed activity involves the use of any specialized equipment that may introduce sound into the environment, then provide a description of the noise(s), including frequency (Hz), amplitude (dB), angle (or degrees) radius the noise may travel from the source, and other relevant technical specifications. Compare the noise(s) generated by the proposed activity with ambient noise conditions, if known. Also, discuss the length of time and frequency of occurrence that the noise is expected to be introduced into the environment.
N/A

Florida Sea Grant

Project Title

Grantee Name

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA14OR417085. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their sub-agencies.

Month & year

Project Goal and Objectives

List and briefly describe the project goal and objectives.

Methodology

1. Describe methods for implementing the project and satisfying project objectives.

2. Describe methods for measuring social, economic and/or environmental benefits of the project.

Outcome/Impact Summary

1. Relevancce (Describe why the project was desired/needed).

Include any statistics or measures that can help to quantify the need for the project.

2. Response (Describe was done and with what partners to address the specified need).

This can be a summary of the description of the methods stated above.

3. Results (Describe the social, economic and/or environmental benefits).

Further Recommendations

Describe any future plans to build on the project, monitor project benefits.

INSTRUCTIONS FOR COMPLETING FINAL PROJECT REPORT FORM

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

NOAA AWARD NUMBER: Enter the NOAA award number as shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome/Impact (Relevance, Response, Results) and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. A draft should be submitted electronically to Florida Sea Grant for approval. After approval by the Florida Sea Grant Program, an electronic copy shall be submitted to Florida Sea Grant. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to Charles Sidman, Associate Director for Research, Florida Sea Grant at (352) 294-0752 or csidman@ufl.edu

**ATTACHMENT 3 FEDERAL EXPENDITURE REPORT
STATE UNIVERSITY SYSTEM SEA GRANT PROGRAM
STATEMENT OF AWARD AND EXPENDITURES**

Principal Investigator: Richard Scherle

Grant Period From: 08/01/20 To 07/31/21

Expenditure Report Period From: _____ To: _____

Your Account Number: _____

Sea Grant Number: PD-20-02 NA18OAR4170085

	<u>Column 1</u> <u>Budget</u> <u>Awarded</u>	<u>Column 2</u> <u>Current</u> <u>Expenditures</u>	<u>Column 3</u> <u>Cumulative</u> <u>Expenditures</u>	<u>Column 4</u> <u>Balance</u> <u>Column 1 minus 3</u>
Salaries	_____	_____	_____	_____
Fringe Benefits	_____	_____	_____	_____
Subcontracts and Consultants	25,000.00	_____	_____	_____
Exp. Supplies	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Publications	_____	_____	_____	_____
Other Costs	_____	_____	_____	_____
Tuition & Stipend	_____	_____	_____	_____
Equipment	_____	_____	_____	_____
Total Direct Costs	25,000.00	_____	_____	_____
Indirect Costs	_____	_____	_____	_____
Total Cost	25,000.00	_____	_____	_____

Travel: _____ *Items purchased under Equipment this period
 In State \$ _____ 1) _____
 Out of State \$ _____ 2) _____
 Foreign \$ _____ 3) _____
 Total Travel _____

** Indirect Cost: _____ of _____ = _____
 I.D.C. % MTDC I.D.C.

(** ANY I.D.C. THAT DOES NOT FIT THE ABOVE FORMULA WILL NEED TO BE EXPLAINED.
 MTDC NEVER INCLUDES COST FOR STIPENDS, EQUIPMENT, OR SUBCONTRACTS.)

I hereby certify that to the best of my knowledge and belief that the above expenditures reported on this account, are complete, accurate, and in accordance with appropriate grant policy and federal cost accounting standards. Supporting documents are available for audit.

Signed: _____
 Title: _____
 Institution: _____
 Phone: _____

**ATTACHMENT 3 FEDERAL COST SHARING REPORT
STATE UNIVERSITY SYSTEM SEA GRANT PROGRAM**

Principal Investigator: Richard Scherle

Grant Period From: 08/01/20 To 07/31/21

Expenditure Report Period From: _____ To: _____

Your Account Number: _____

Sea Grant Number: PD-20-02 NA18OAR4170085

	<u>Column 1</u> <u>Budget</u> <u>Awarded</u>	<u>Column 2</u> <u>Current</u> <u>Expenditures</u>	<u>Column 3</u> <u>Cumulative</u> <u>Expenditures</u>	<u>Column 4</u> <u>Balance</u> <u>Column 1 minus 3</u>
Salaries	5,000.00			
Fringe Benefits				
Subcontracts and Consultants	25,000.00			
Exp. Supplies				
Travel				
Publications				
Other Costs				
Tuition & Stipend				
Equipment				
Total Direct Costs	30,000.00			
Indirect Costs				
Total Cost	30,000.00			

Travel: *Items purchased under Equipment this period

In State \$ _____ 1) _____

Out of State \$ _____ 2) _____

Foreign \$ _____ 3) _____

Total Travel _____

** Indirect Cost: _____ of _____ = _____
I.D.C. % MTDC I.D.C.

(** ANY I.D.C. THAT DOES NOT FIT THE ABOVE FORMULA WILL NEED TO BE EXPLAINED.
MTDC NEVER INCLUDES COST FOR STIPENDS, EQUIPMENT, OR SUBCONTRACTS.)

I hereby certify that to the best of my knowledge and belief that the above expenditures reported on this account, are complete, accurate, and in accordance with appropriate grant policy and federal cost accounting standards. Supporting documents are available for audit.

Signed: _____

Title: _____

Institution: _____

Phone: _____

TAB 17



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

Agenda Item No.

Agenda Title: Resolution Authorizing and Directing the Town Manager to Sign the Work Authorization for Water Resources Management Associates, Inc. (WRMA) to Assess the Current Condition of the Southern Outfall Pipe System and Engineer and Design a Plan to Replace the Old Existing Pipe.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by ^{ACTING} Town Manager *Bonnie McElhinney* Date: *9/24/2020*
Mitch Abdelmessih / Project Manager - Public Works

Name/Title

Originating Department: Public Works	Costs: \$236,200.00 Funding Source: Storm Water Budget 402-63010 Acct. # Lourdes <input type="checkbox"/> Finance <u>Cariseo</u>	Attachments: 1) Resolution No. <u>71</u> -10-20 2) WRMA scope of work
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>MA</u> Please initial one.

Summary Explanation/Background: The Town of Lake Park seeks to develop a scope of work to design a replacement of the existing 72-inch Corrugated Aluminum Pipe (CAP) Southern Outfall pipe, located near the southern boundary of the Town of Lake Park, between Federal Highway 1 (U.S. 1) and the Lake Worth Lagoon at the Lake Park Harbor Marina.

WRMA has previously performed a CCTV investigation and condition assessment of the Southern Outfall pipe, which is known to be approximately 50 years old. Previous point repairs to the outfall have also been performed.

The existing 72-inch CAP outfall pipe is a major outfall of the Town's drainage collection system, and provides conveyance of substantial discharges of storm water runoff collected from a large drainage area in the western half of the Town, as well as a significant portion of drainage from U.S. 1 within the FDOT right of way in the Town. Currently, storm water runoff collected from a large drainage area west of U.S. 1, as well as a significant volume of runoff from U.S. 1, are discharged via the Town's outfall pipe into the Lake Worth Lagoon untreated.

The purpose of this project is to engineer a design plan to open cut (excavate) and replace the existing aged outfall pipe, and provide water quality treatment for the removal of pollutants and heavy metals prior to discharge into the Lake Worth Lagoon, which is a pristine water body, as well as any other relevant activities determined to be necessary as part of this project.

The purpose of this agenda item is to authorize and direct the Town Manager to sign the work authorization necessary for WRMA to create the plan required to execute the proposed project.

Recommended Motion: I move to approve Resolution No. 71 -10-20.

RESOLUTION NO.71-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO SIGN A WORK AUTHORIZATION FOR WATER RESOURCES MANAGEMENT, INC. (WRMA) TO ASSESS AND ANALYZE THE FAILING 72-INCH SOUTHERN OUTFALL PIPE AND DESIGN A PLAN TO REPLACE IT

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

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, The Town of Lake Park seeks to develop a scope of work to design a replacement for the existing 72-inch Corrugated Aluminum Pipe (CAP) Southern Outfall pipe, which is approximately 50 years old and failing; and

WHEREAS, it is necessary for the Town to create a work authorization for WRMA to undertake the activities necessary to design the required scope of work.

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

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Town Manager to sign the work authorization for WRMA to perform the required assessment and analysis and create the required replacement plan.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

**PROPOSED SCOPE OF SERVICES
 FOR TOWN OF LAKE PARK
 SOUTHERN OUTFALL REPLACEMENT & GREEN INFRASTRUCTURE PROJECT**

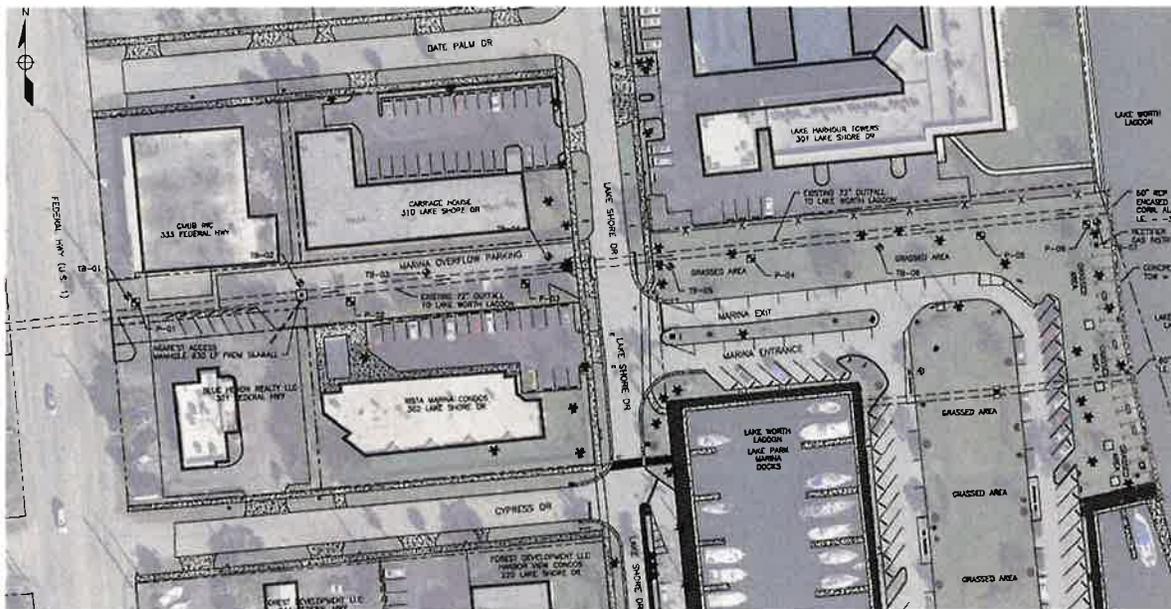
PART 1.0 PROJECT OVERVIEW

Background

The Town of Lake Park seeks to develop a scope of work to design a replacement of the existing 72-in Corrugated Aluminum Stormwater Outfall pipe, located near the Southern Boundary of the Town of Lake Park, between Federal Hwy (U.S. 1) and the Lake Worth Lagoon at the Lake Park Marina.

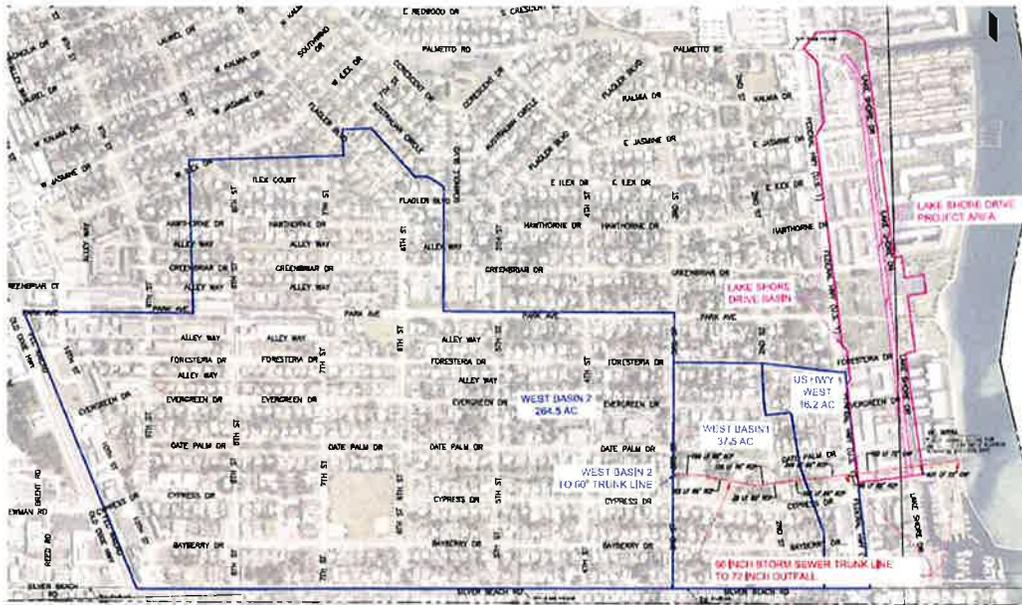
WRMA has previously performed a CCTV investigation and condition assessment of the southern outfall pipe which was is known to have been constructed in late 1971 (approx. 50 years old). Previous point repairs to the outfall have also been performed.

The existing 72-in CAP outfall pipe is a major outfall of the Town's drainage collection system, and provides conveyance of substantial discharges of stormwater runoff collected from a large drainage area on the western half of the Town, as well as a significant portion of drainage from Federal Hwy (U.S. 1) within the FDOT Right of Way, in the Town of Lake Park.



Southern Outfall Project Site

Currently stormwater runoff collected from a large drainage area west of U.S. 1, as well as a significant volume of runoff from U.S. 1, are discharged via the Town's outfall pipe, into the Lake Worth Lagoon untreated.



Southern Outfall Contributing Drainage Areas

The purpose of the Southern Outfall project, is to engineer a design plan, to open-cut (excavate) and replace the existing aged outfall pipe, and provide water quality treatment for the removal of pollutants and heavy metals prior to discharge into the Lake Worth Lagoon, which is a pristine water body. This will be accomplished through an open cut excavation along the existing pipe alignment, removal and replacement with new pipe materials, and in the installation of a bio-retention basin, prior to discharge into the Lake Worth Lagoon.

In addition to the replacement of the outfall pipe, there is an existing former bridge (circa 1930's) located on Lake Shore Drive, which is currently located on top of the outfall. The old bridge deck and guard railings will need to be removed during the construction of the replacement outfall.



Existing Former Bridge on Lake Shore Drive

Project Site Data Collection Requirements

Topographic, Boundary and Tree Survey of the project limits shall be required to prepare the final design plans. Additionally, due to the breadth and depth of the proposed excavation and the proposed bridge deck removal on Lake Shore Drive, Quality Level B subsurface utility location will be required within the proposed project limits. Geotechnical sampling and testing will be needed in the form of SPT borings and permeability tests which shall be taken at select locations to determine the existing soil profile characteristics, ground water table fluctuation, and soil bearing capacities. Internal CCTV inspection of a portion of the existing pipe shall also be required to identify any potential issues which may impact the removal of the existing pipe.

Regulatory Agency Coordination

FDEP

The Florida Department of the Environment has regulatory authority to review all site plans and construction drawings for projects where construction and clearing of disturbed areas are greater than one acre prior to any NPDES Construction discharge permit being granted to the Owner. WRMA shall prepare and submit required FDEP applications with accompanying site plans for proposed construction activities requiring review by the Florida Department of the Environment. FDEP may also have review authority if the final proposed plans indicate impacts from construction to the lagoon.

South Florida Water Management District

The Southern Outfall was built before the SFWMD began issuing surface water management permits and no current SFWMD permit exists, however, it is anticipated that a new SFWMD ERP permit may be required. As part of WRMA's due diligence, WRMA shall meet with SFWMD to ensure that all proposed modifications are in compliance.

FDOT

FDOT owns and maintains a 5' x 10' concrete box culvert underneath Federal Hwy which is a component of the Southern Outfall. Although the project does not propose to replace the existing box culvert (at this time), coordination with the FDOT District 4 drainage engineer may be required in order to coordinate design alternatives and construction sequencing. FDOT also is a major stakeholder in the maintenance and funding of the Southern Outfall Project.

FDOT would also be involved in the proposed maintenance of traffic plans. The proposed replacement of the 72-inch outfall may require temporary closure of Lake Shore Drive. Consequently, a site specific traffic control plan may be required, in order to provide a detour for vehicular and pedestrian traffic on Lake Shore Drive. Said traffic control plans may require comments from FDOT staff since any proposed detour may involve U.S. Hwy 1.

Army Corps of Engineers

At present, no construction is proposed within limits of the Lake Worth Lagoon. However, should the proposed construction plans evolve to indicate that construction on the water side of the sea wall is necessary or required, then a permit application to the ACOE might be necessary.

Palm Beach County

Although the existing 72-inch outfall pipe is entirely located within the limits of the Town of Lake Park, coordination with Palm Beach County DERM and emergency response services will be needed. Should the site specific traffic control plans propose a partial or full closure of Lake Shore Drive, coordination with Palm Beach County would be needed to provide advance notice for County emergency services.

Utility Coordination

The proposed outfall replacement project will require continual coordination with multiple above and below ground utility services including:

- Electric - Florida Power and Light
- Cable - Comcast Cable
- Water and Sewer - Seacoast Utility Authority
- Gas - Florida Public Utilities
- Stormwater - Town of Lake Park
- Telephone - AT&T

The following Scope of Services is proposed to design the replacement of the outfall pipe.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY WRMA ON THE PROJECT

Task 1 – Project Management

1.1 Project Management

The WRMA project manager shall serve at the point of contact for the Town and manage the day to day design engineering tasks associated with this scope of services. The Project Manager will prepare a schedule for all engineering tasks in the scope, and provide bi-weekly updates on the ongoing progress of each task.

1.2 Meetings and Inter-Agency Coordination

Coordination with federal and state agencies is necessary for the development and planning of this project. The Project Manager shall attend all scheduled meetings either by phone, virtual or in person meetings with Town staff and coordinate with other agencies as necessary in order to move the project towards completion.

Task 1 Deliverable

WRMA will provide bi-weekly progress updates on design progress and inter-agency coordination.

Task 2 – Site Analysis, Planning and Collection of As-Built Information

2.1 Collection and Analysis of Utility As-Built Data

WRMA shall communicate with the Town, FDOT, FP&L and other utilities as necessary to obtain as-built information for existing utilities in or around the 72-inch outfall pipe. As-Built information will be

analyzed during the preliminary planning process to locate potential utility conflicts which could affect construction or impact services to customers. A quality level B utility designation will be performed.

2.2 Coordination of Field Survey Data Collection

WRMA will coordinate with the surveyor, geotechnical engineer, and subsurface utility engineer in order to deploy and collect all pertinent field survey data in relation to above ground surface features and below ground soil characteristics and utility locations. Collection of field survey data will be necessary to create an accurate basemap of the existing conditions within the project limits, in order to provide information for detailed design engineering and for identifying the need for potential utility relocations or temporary service disruptions during construction. The survey shall establish control for the project.

2.3 Basemap Development

WRMA shall develop a project basemap of the project site displaying all information collected including topographic, boundaries, Right-of-Way, soil profiles and utility information. The basemap shall be used for preliminary and final detailed engineering design. Exhibits of design concepts and alternatives, temporary maintenance of traffic plans and other exhibits shall be prepared for the Town using the basemap as needed.

Task 2 Deliverable

WRMA will provide the Town with a basemap plan drawing of the project site existing conditions, showing the topographic, soils and utility information collected.

TASK 3.0 HYDROLOGIC & HYDRAULIC ANALYSIS

3.1 Hydrologic and Hydraulic Modeling

The ICPR4 model of the Lake Park drainage system will be updated by WRMA to assess hydrology systems, hydraulic networks, and functions of the proposed replacement outfall and green infrastructure facility. The ICPR4 H&H model shall be used for the development of flood control GI/LID based design alternatives. The project GIS database will be extensively applied to delineate sub-basin boundaries and process the selected model hydrologic parameters. Upon generation of final catchment boundaries links and nodes corresponding to hydraulic drainage conveyance elements, flood staging locations will be coded into the ICPR4 model. Stage storage will be provided at selected locations to assess the level of runoff impoundment for various flood levels of service, including the 10-yr/24-hr, 25-yr/72-hr, and the 100-yr/72-hr design storm events.

3.2 Conceptual/Preliminary Drainage Design Alternatives Analysis

The objective of the conceptual drainage alternative analysis is to site and incorporate a green infrastructure bio-detention basin facility into the ICPR4 model, in order analyze the hydraulic affects of said facility. The GI facility will be designed to treat stormwater runoff from the outfall pipe prior to discharge into the Lake Worth Lagoon. Based on selected level of service criteria, WRMA shall evaluate preliminary drainage design alternatives including:

- Multiple Outfall Pipe Sizes
- Box Structure Configurations
- Outfall Structure Configurations
- Bio-Retention Based Configurations

Task 3 Deliverable

WRMA will prepare a technical report for the proposed outfall replacement and GI facility, including all findings of the study and ICPR modeling information and data. The technical report shall provide the basis of design and proof-of-concept for final engineering design and/or development of grant applications in order to acquire funding for further project development, design engineering and construction implementation.

TASK 4.0 PRE-LIMINARY ENGINEERING

4.1 Conceptual Site Planning and Layout

Based on the results of the modeling activities, WRMA will design an engineering plan for the proposed open cut excavation and removal of the existing 72-inch outfall pipe. The concept plan will include plans, sections and profiles of the proposed outfall plan and GI facility. The plan will also identify potential impacts to vehicular and pedestrian traffic, utility relocations, as well as a temporary bypass pumping station. WRMA will prepare alternative site layouts showing the proposed temporary bypass, MOT plan alternatives, proposed pipe replacement and GI facility.

4.2 60% Plans Production

Based on the selected design concept, WRMA will coordinate with the Town of Lake Park, to prepare a set of 60% plans. The selected alternative shall be refined further, and optimized with the H&H model to provide maximum benefits and cost efficiencies. Engineering design of plans, profiles and cross sections shall be developed on plans. The 60% plans shall be used for acquisition of grant funding applications and any applicable permit applications.

4.3 InfraWorks Model Development and Planning Assessment

Following completion of the 60% site plans for the Southern Outfall Replacement Project, WRMA will produce a 3D model in InfraWorks. The InfraWorks Model will provide Town Planning Staff and Officials with the ability to view a site rendering of the proposed project phases of construction.

4.4 Engineer's Opinion of Probable Cost

Following completion of the 60% plans, WRMA shall develop a cost estimate for the proposed construction of the replacement outfall pipe and proposed GI facility. The cost estimate will form the basis for grant funding requests from state or federal agencies.

4.5 Utility Coordination

WRMA will communicate and coordinate with existing utilities to determine or identify locations of existing utilities and/or potential utility conflicts with the proposed plans for construction of the outfall replacement project. Any conflicts identified will be explored and analyzed during final engineering.

Task 4 Deliverable

WRMA will provide a 60% plan set to the Town, a cost estimate for construction, and renderings of the proposed pipe replacement and GI facility, as well as a report on any potential utility conflicts, should any be identified. The 60% plans may also be use for acquiring permits or grant applications.

TASK 5.0 FINAL ENGINEERING

5.1 90% Plans

Following comments received from the Town, FDOT and other agencies, WRMA will refine the design plans with additional engineering detail. WRMA shall develop a sequence of construction and technical specifications for the project. Following detailed design, a 90% plan set will be developed. The 90% plans will include any identified utility conflicts, or relocations proposed, the final TTC plan, and temporary bypass plan. The 90% plans will provide, plans, sections and profiles of all proposed features and structures. The 90% plans will also provide a demolition and removal plan, for the former existing bridge located on top of the outfall pipe at Lake Shore Drive.

5.2 Engineer's Opinion of Probable Cost

Following completion of the 90% plans, WRMA shall develop a cost estimate for the proposed construction of the replacement outfall pipe and the GI facility.

5.3 Utility Coordination

WRMA will continue to communicate and coordinate with existing utilities during the final engineering phase to determine or identify locations of existing utilities and/or potential utility conflicts with the proposed plans for construction of the outfall replacement project. Any conflicts identified will be resolved during final engineering.

5.4 Permitting and Grant Applications

WRMA will submit all permit applications needed to construct the project. WRMA will assist with the development of grant applications to fund the construction of the project.

5.5 Final Ready to Advertise Plans and Project Manual

WRMA shall make any final revisions necessary to the construction plans, following a final comment period. All plans and technical specifications shall be compiled into a Project Manual, for inclusion into a bid package in preparation for advertisement during the contractor procurement phase.

5.6 Pre-Bid and Contractor Procurement Technical Support

WRMA will attend the pre-construction meeting for the project and address any contractor RFIs during the bidding process and if needed, assist in the evaluation of bids and determination of the lowest responsive bid. Construction phase services, while not included in this proposal, can be provided by WRMA, under separate proposal.

Task 5 Deliverable

WRMA will provide a Final Ready to Advertise Construction Plans and Technical Specifications, and the project Manual to the Town, including relevant permits, and a detailed cost estimate for construction.

END OF SCOPE OF SERVICES

PART 3.0 OWNER RESPONSIBILITIES

Provide WRMA, with any previous or current As-Built drawings for all areas within the project limits, as well other relevant property records, building permits and inspection documentation of any areas within

the project limits. Provide Right-of-Entry to all Rights of Way, drainage, utility, maintenance, and Town owned easements and parcels.

PART 4.0 PERIODS OF SERVICE

September 14, 2020 through September 14, 2021 or until Notice of Final Completion of Services.

PART 5.0 SCHEDULE

<u>Task 1 Deliverables</u>	<u>Deliverable Due</u>
Project Manager's Bi-Weekly Progress Reports	Bi-Weekly
<u>Task 2 Deliverables</u>	<u>Deliverable Due</u>
Project Site Basemap of Existing Conditions	60 Days from NTP
<u>Task 3 Deliverables</u>	<u>Deliverable Due</u>
72-in Outfall Replacement and GI Facility H&H Study (Technical Report)	90 Days from NTP
<u>Task 4 Deliverables</u>	<u>Deliverable Due</u>
60% Plans, Engineers Opinion of Probable Cost, Renderings	150 Days from NTP
<u>Task 5 Deliverables</u>	<u>Deliverable Due</u>
Final RTA Plans and Specs, Engineers Opinion of Probable Cost, Permits	210 Days from NTP

PART 6.0 FEES

The proposed Not-to-Exceed fee for this project is **\$236,200.00**. This fee includes all direct labor and direct expenses.

A detailed fee schedule and task by task breakdown is attached to this proposal.

TAB 18



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 7, 2020

Agenda Item No.

Agenda Title: Setting the follow-up Accessory Dwelling Unit Public Workshop Date

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, PUBLIC HEARING, NEW BUSINESS (checked), OTHER, CONSENT AGENDA, OLD BUSINESS.

Approved by Town Manager [Signature] Date: 9-28-2020
Nadia Di Tommaso / Community Development Director [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (\$ None for setting the workshop dates), Attachments (None), Advertised (Not Required), and notification details.

Summary Explanation/Background:

The Town Commission held previous discussions regarding Accessory Dwelling Units (ADUs). Due to COVID-19, the intended follow-up public workshop was delayed for well over 6 months. In an effort to continue these discussions, Staff is proposing the following dates for the follow-up public workshop on ADUs to be held in the Town Hall Commission Chambers (notifications to the community will be mailed 10-14 days in advance of the selected workshop date). It is anticipated about 1.5 hours will be needed for the actual workshop:

(Note: The Commission Chambers may still be under limited capacity for one or more of the dates listed below)

- Saturday, November 14 – 10am
→ Wednesday, November 18 – 6pm (this is a Commission meeting night)
→ Saturday, January 9 – 10am
→ Wednesday, January 20 – 6pm (this is a Commission meeting night)
→ OR another date per the Town Commission’s desire.

Recommended Motion: I MOVE TO SCHEDULE THE ADU PUBLIC WORKSHOP ON (selected date).