



## Town of Lake Park Town Commission

### Agenda Request Form

**Meeting Date:** October 19, 2022

**Agenda Item No.**

**Agenda Title: October 5, 2022 Regular Commission Meeting Minutes.**

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

**Approved by Town Manager**

*[Signature]*

**Date:**

*10/10/22*

*Shaquita Edwards, Deputy Town Clerk*

*[Signature]*

**Name/Title**

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

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



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

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

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

**SPECIAL PRESENTATION/REPORT:**

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

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

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

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

**PUBLIC COMMENTS:**

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

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

**CONSENT AGENDA**

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

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

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

Vote on Motion:

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

Motion passed 5-0.

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

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

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

Community Development Director Nadia DiTommaso explained the item.

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

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.

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

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

Town Manager D'Agostino explained the item.

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

Vote on Motion:

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

Motion passed 5-0.

Attorney Baird read the Ordinance by title only.

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

Ex Parte Disclosures:

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

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

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

Vote on Motion:

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

Motion passed 5-0

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

Vote on Motion:

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

Motion passed 5-0

### **NEW BUSINESS:**

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

Town Manager D'Agostino explained the item.

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

Vote on Motion:

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

Motion passed 5-0.

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

Town Manager D'Agostino explained the item.

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

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

Vote on Motion:

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

Motion passed 5-0.

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

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

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

Town Manager D'Agostino explained the item.

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

Town Attorney Baird explained the item.

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

Vote on Motion:

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

Motion passed 5-0

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

Town Manager D'Agostino explained the item.

**PUBLIC COMMENTS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **OLD BUSINESS:**

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

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

### **PUBLIC COMMENTS:**

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

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

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

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

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

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

**Commissioner Taylor** had no comments.

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

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



**ADJOURNMENT**

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

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

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

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

Town Seal

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



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10/5/22

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

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

Name: Brady Drew

Address: 533 Sebal Palms Dr

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

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

2nd St Bioswales

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

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

①



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

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

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

Name: Maria Burkes

Address: 104 Foxstern Dr

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

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

Access needs on 2nd Street

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

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

②





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

Ann Marie would like to go first! Item 3.

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

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

Name: ANNMARIE KLUTH

Address: 1251 SINGER DR. SINGER FL 33153

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

I would like to make comments on the following Agenda Item: JP - NEW BUSINESS PICKLEBALL & TENNIS

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

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(3)



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

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

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

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

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

Name: Jennifer Lynch

Address: 14 EVERGREEN DR, LAKE PARK

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

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

Pickleball New Business

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

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(4)



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10/5/22

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

Name: Susan Meyer

Address: 801 Lakeshore Dr # 101 Lake Park 33403

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

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

Pickleball Courts

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

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

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

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

Name: Travis Huppert

Address: 801 Lakeshore Dr Apt. 101

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

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

Pickleball Courts - New Budget 159

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

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

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

Name: Marilyn Paulina

Address: 801 Lake Shore Drive Dr. #110

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

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

Pickleball & Tennis Court Access

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

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

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

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

Name: SUE REED

Address: 801 LAKESHORE Drive Unit 110 Lake Park

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

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

Pickleball/Tennis Court Access

JS9

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10/5/22

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

Name: JOHN TRANTER

Address: 5735 N. OCEAN BLVD

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

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

Public Ball

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

Public Ball

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

(9)



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

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

Name: TRAVIS KELLER

Address: 125 OCEAN AVE

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

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

Public Ball

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

Public Ball

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

(10)





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10-5-12

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

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

Name:

Address:

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

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

TENNIS

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10-5-12

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

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

Name:

Address:

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

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

Football / RHC remaining in Lake Park

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 7/15/22

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

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

Name: Bridget Baker

Address: 2023 Forest Lake

If you are interested in receiving Town information through Email, please provide your E-mail address: bbaker2024@hotmail.com

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

Public Ball in Liberty Park

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 11/15/22

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

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

Name: Tanya Hughes

Address: 501 Lake Shore Dr #102, Lake Park 33403

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

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

Town - Next Summer Season at Park Lake

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 10-5-22

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

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

Name: Nick Grama

Address: 501 Lakeside Dr Lake Park

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

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

Pickleball Court Item 9

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

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

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

Name: Frank Vellucci

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

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

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

Pickle Ball Court Licence

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

Pickle Ball Court Licence

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

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

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

Name: CHRISTIAN CASLIN

Address: 402 COUNTRY DR

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

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

TOWN CENTER

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

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

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

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

Name: LAURENCE M. HAYES

Address: 2005 SUGARCREST DR

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

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

\_\_\_\_\_

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

Longer at railroad crossing

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

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TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: Oct 5 / 22

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

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

Name: Vilija Karla

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

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

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

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

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

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did not speak



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 10/5/22

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

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

Name: Jamel LaFrazier

Address: 903 Lake Shore Dr #112

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

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

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

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

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

did not speak



Exhibit "A"

## Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 2

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

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

*ACTING*  
 Approved by Town Manager *[Signature]*

Date: 9/23/2022

*[Signature]* Roberto F. Travieso/Public Works Director

Name/Title

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

Summary Explanation/Background:

Since 2019, extensive research and advanced hydrology and hydraulic modeling conducted during the development of the Town's Stormwater Master Plan (SWMP) confirmed that the Town's storm sewer network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for

storm events of significance. Additionally, the study also identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

In 2020, in collaboration with Town staff, our stormwater engineering consultants developed a practical, Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive (Figure 1) and 2nd Street and Evergreen Drive (Figure 2), **Attachment 2**.

**Figure 1**



**Figure 2**



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

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

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

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

**DESIGN PHASE:**

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

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

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

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

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

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

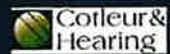
**Recommended Motion:** There is no recommended motion associated with this agenda item. For information purposes only.



9/22/2022

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

Roberto Travieso  
Director, Department of Public Works



## Project Team



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

## Stormwater Management Needs Assessment Water Quantity



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



## Stormwater Management Needs Assessment Water Quality



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



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



Receiving Waterbody	Table 6 Pollutant Loading Reductions (by Load) for 5% Bioswale Bioswales BMPs					
	BOD <sub>5</sub>	TSS	TP	CU	DN	%
Lake Worth Lagoon	77,178	46,753	187	11.7	142.5	524.50
5% Bioswale	15,241	9,444	36	2.4	29.4	10.14
Reduction %	80.4	80.2	80.4	80.4	80.4	80.4

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



9/22/2022

## Stormwater Master Plan (SWMP)



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



## Stormwater Master Plan Approach

### Green Infrastructure For Climate Change



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

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

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

9/22/2022

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



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



FORESTERIA DRIVE

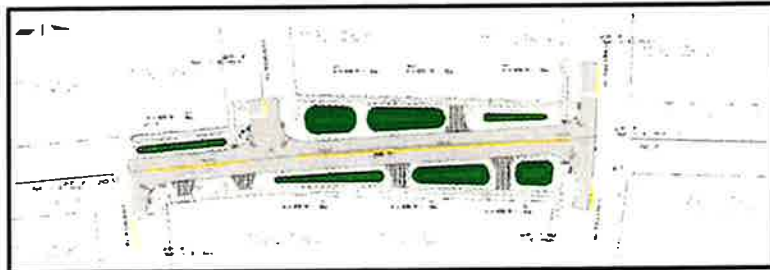


EVERGREEN DRIVE

## Prototype Bioswale Design Solution Surface Component



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

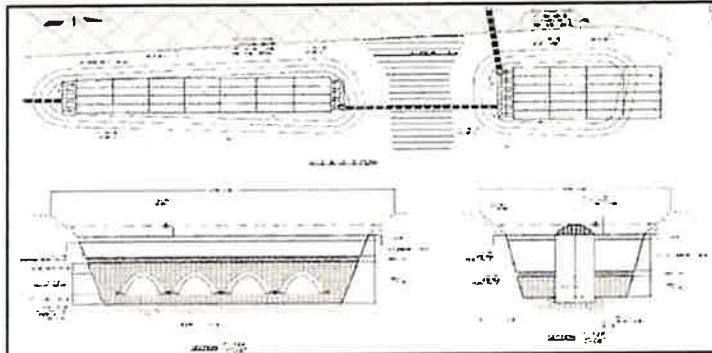


- Bioswales green-planted areas beautify the right-of-way
- Bioswales soils layers provide mulch for additional water quality treatment of runoff

## Prototype Bioswale Design Solution Underground Component



- Underground Storage Filtration Chambers provide additional runoff volume treatment capacity



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

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



**Main Highway Corridors**



**Local Streets**



**Parking Lots**

- Surface Bioswale
- Underground Chambers



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

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

## Project Implementation Timeline



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

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

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

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



## Project Design & Landscape Renderings

DON HEARING, PLA







9/22/2022



## Questions

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

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

**GRANTEE CONTACT INFORMATION:**

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

**GRANT MANAGER CONTACT INFORMATION:**

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

**FISCAL AGENT CONTACT INFORMATION:**

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

**FEID No: 59-6000355**

**DUNS No: 025113474**



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

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

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

The roadside bioswales will serve two functions:

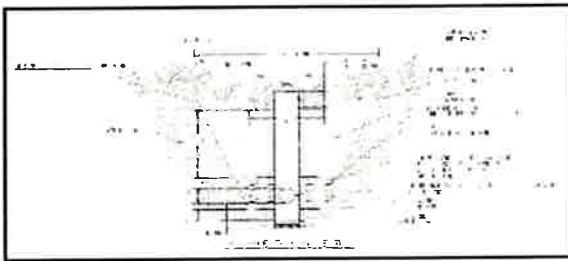
1. They will act to significantly mitigate pollutant-laden storm water runoff that otherwise would flow into the LWL and act as a natural filtration system to reduce total suspended solids.
2. They will reduce the centrality of the Southern Outfall 60-inch trunk-line pipe by diverting upstream storm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

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

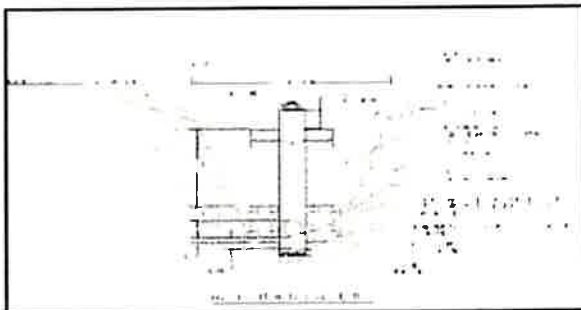
**PROJECT DESCRIPTION:** The proposed project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2<sup>nd</sup> Street and Foresteria Drive, and 2<sup>nd</sup> Street and Evergreen Drive. The overall goal of the project is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



Example Roaside Bio-Swales



Bioswale with Planting



Bioswale with no planting

The proposed project has two primary objectives:

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

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

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

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

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



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

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

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

Attachment 3, DEP Agreement # CZ419  
5 of 7

Rev. 4/30/2018

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

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

**Deliverables:** 30% Design Plans

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

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

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

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

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

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

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

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

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

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

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

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

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

**BUDGET DETAIL BY TASK:**

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

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

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



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

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

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

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

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

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

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

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

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

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

**Town of Lake Park**

**GRANTEE**

Grantee Name :

By

(Authorized Signature)

06-22-2021

Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

**Holly Stone Edmond**

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

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.



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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

**Attachment 1**

1 of 12

#### 4. Deliverables.

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

#### 5. Performance Measures.

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

#### 6. Acceptance of Deliverables.

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

#### 7. Financial Consequences for Nonperformance.

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

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

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

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

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

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

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

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

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

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

#### 10. Status Reports.

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

#### 11. Retainage.

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

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

#### 12. Insurance.

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

#### 13. Termination.

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

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

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

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

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

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

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

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

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**16. Suspension of Work.**

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

**17. Force Majeure.**

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

**18. Indemnification.**

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

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

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

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

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

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

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

**24. Scrutinized Companies.**

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

**25. Lobbying and Integrity.**

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

**26. Record Keeping.**

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

**27. Audits.**

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

**Attachment I**

9 of 12



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

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

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

## **29. Independent Contractor.**

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

## **30. Subcontracting.**

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

## **Attachment 1**

10 of 12

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

**31. Guarantee of Parent Company.**

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

**32. Survival.**

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

**33. Third Parties.**

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

**34. Severability.**

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

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

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

**36. Assignment.**

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

**37. Compensation Report.**

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

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

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

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

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

**ATTACHMENT 2**

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

**1. Scope of Work.**

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

**2. Duration.**

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

**3. Payment Provisions.**

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

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

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

**Attachment 2**

1 of 2



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

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

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

a. **Commercial General Liability Insurance.**

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

b. **Commercial Automobile Insurance.**

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

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

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

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

d. **Other Insurance.** None.

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

There are no special Quality Assurance requirements under this Agreement.

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

No retainage is required under this Agreement.

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

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

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

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

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

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

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

None



## Town of Lake Park Town Commission

### Agenda Request Form

Meeting Date: Wednesday, October 5

Agenda Item No. 7

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

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

Approved by Town Manager

Date:

*Anders Viane*  
Anders Viane, Planner

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

### Summary Explanation/Background:

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

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

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

*Aerial View of Site :*

*1343 S Killian Drive*

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



**Planning and Zoning Board Recommendation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**EXHIBIT A – LEGAL DESCRIPTION**

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



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

**APPLICATION:** Kasa Y Kocina

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

**Parcel 1 - 36434220090000700**

## **STAFF REPORT**

**BACKGROUND:**

Owner & Applicant(s):  
LLC

Location:

Net Acreage (total):

Legal Description:

Existing Zoning:

Future Land Use:

Fabiola Granado and Nestor J Guevara / Kasa Y Kocina Import

1343 S Killian Drive

0.2652 Acres

See survey enclosed in packet.

C-4

Commercial and Light Industrial



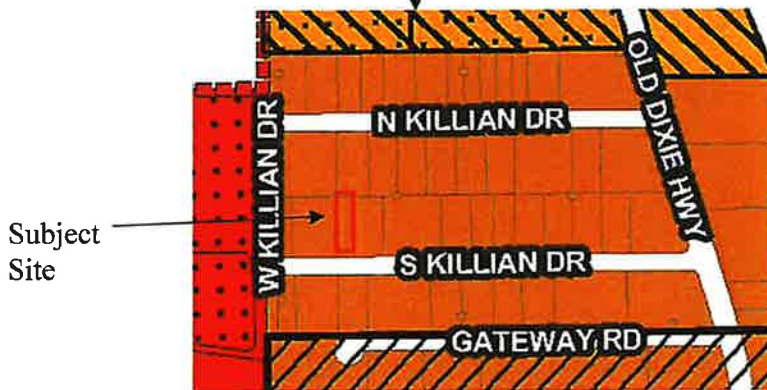
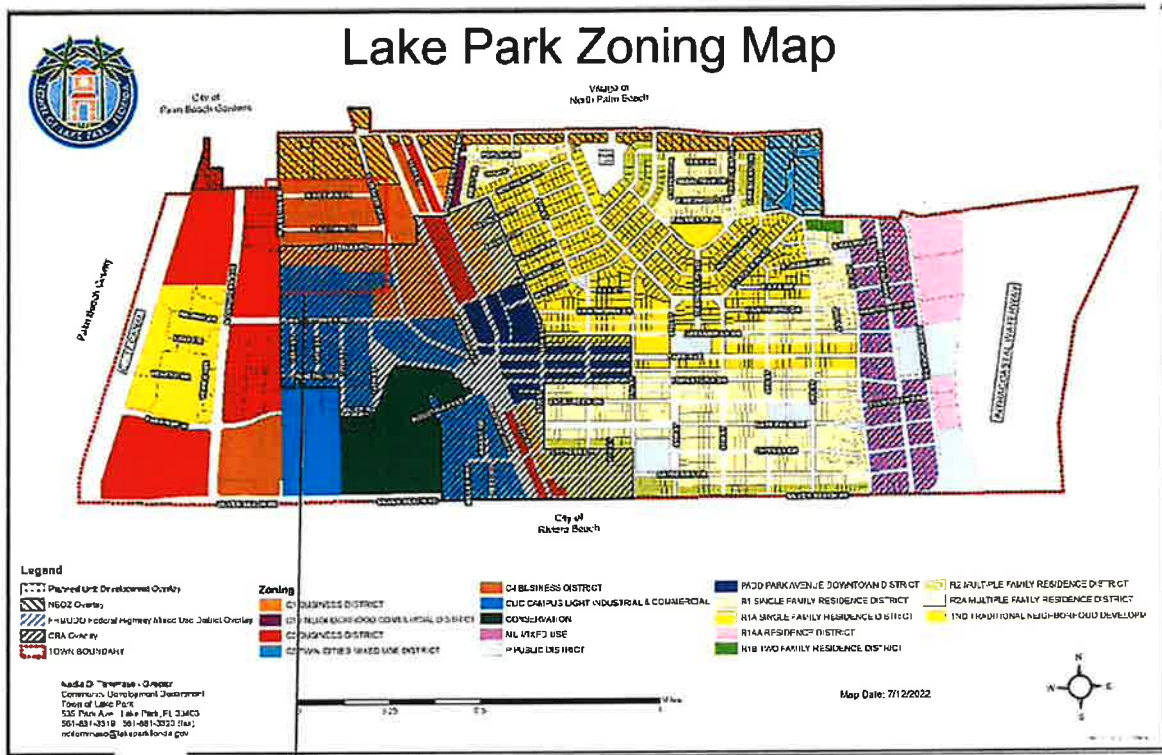
**Figure 1: Aerial View of Site (image not to scale; for visual purposes only)**







## LAKE PARK ZONING MAP

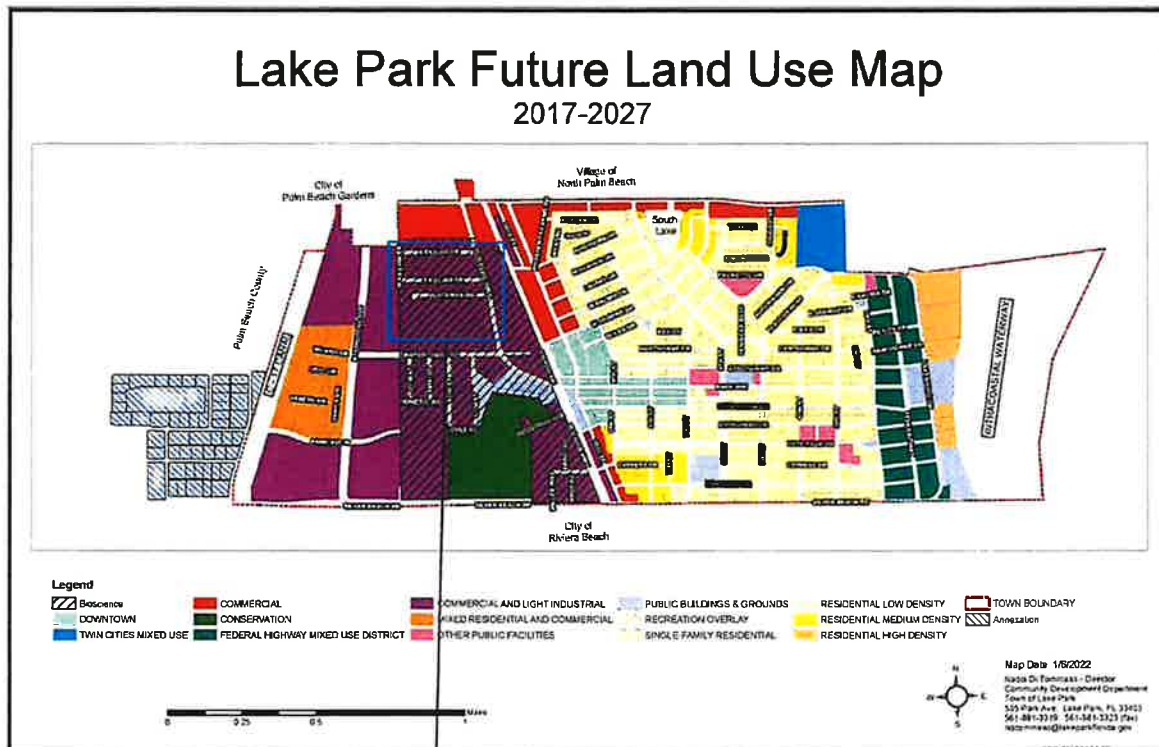


### Adjacent Zoning:

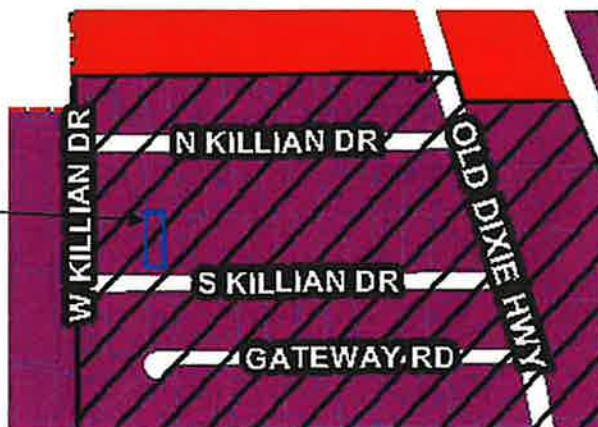
North: C-4  
South: C-4  
East: C-4  
West: C-4



## LAKE PARK FUTURE LAND USE MAP



Subject  
Site



### Adjacent Existing Land Use

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





Figure 1 - 1343 S Killian (Prior Owner)



Figure 3 - 1343 S Killian Painting Detail



Figure 4 - 1343 S Killian Front Facade



Figure 2 - 1343 S Killian Conceptual Rendering

**Introduction:**

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

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

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

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

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

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

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

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

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

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





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

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

Staff finds the criteria for requirement 2 are satisfied.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

Staff therefore finds special exception criteria 6 to be satisfied.

**Planning and Zoning Board Recommendation:**

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

Figure 5 - Kasa Y Kocina Import LLC







## STAFF RECOMMENDATION

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

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



Community  
Development  
Department

### Notification of Public Hearings

**Dear Property Owner:**

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

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

### SPECIAL EXCEPTION – AGENDA ITEM

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

### PUBLIC HEARINGS

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

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

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

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



Community  
Development  
Department

## LOCATION MAP



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

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

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

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

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

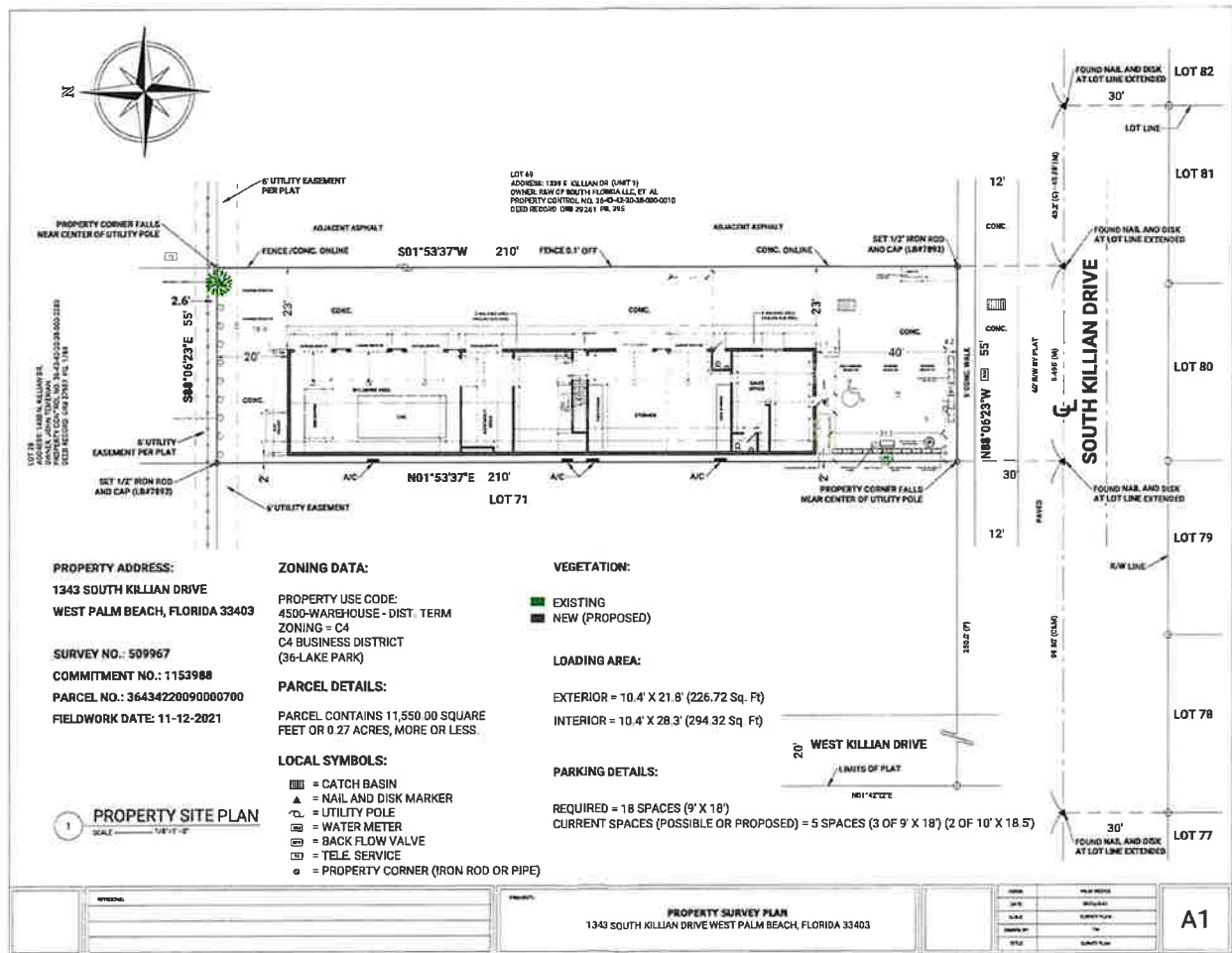
### Agenda Item:

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

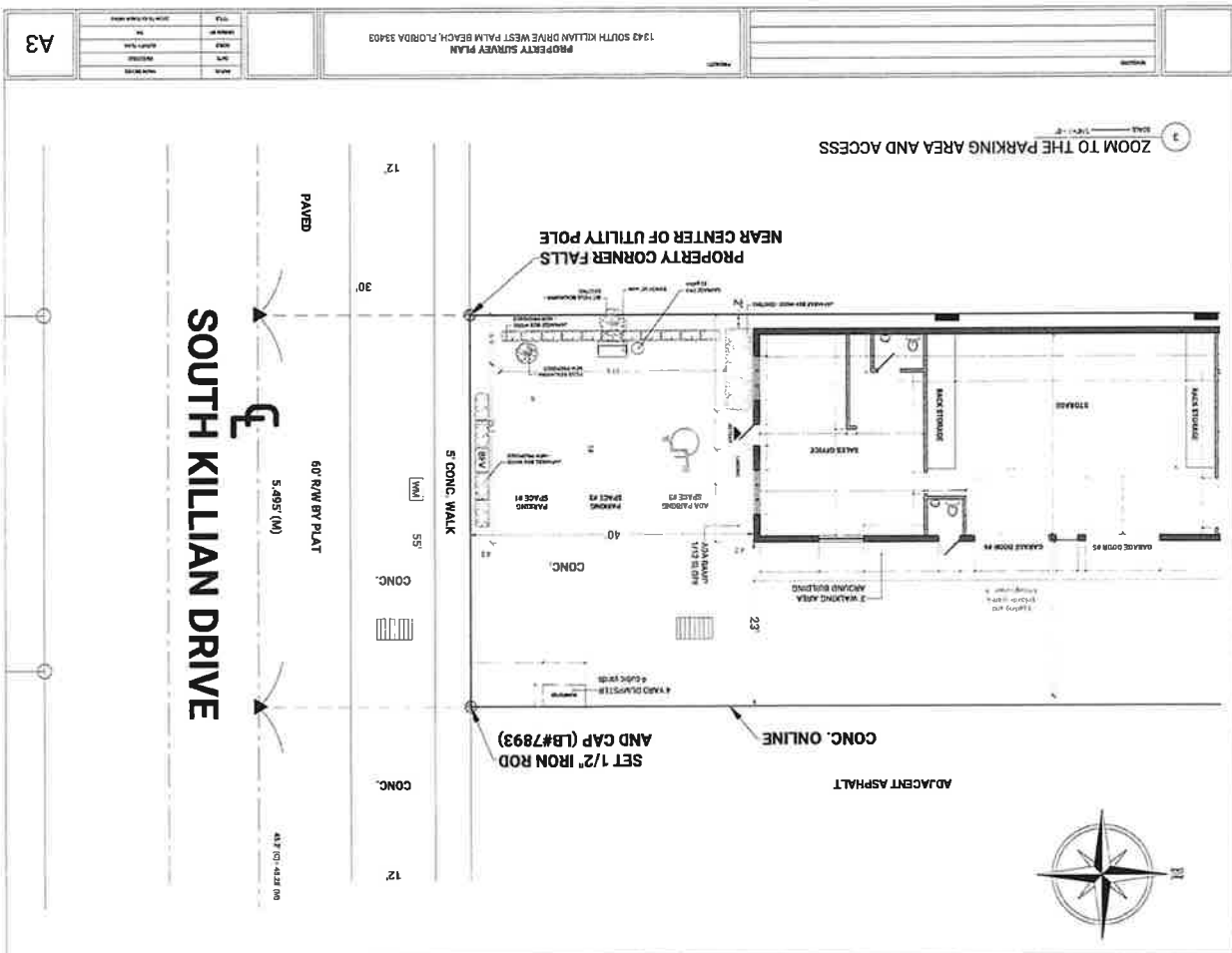
Records related to these items may be inspected by contacting the Community Development Department at 561-881-3320, or by emailing Anders Viane at [aviane@lakeparkflorida.gov](mailto:aviane@lakeparkflorida.gov). If a person decides to appeal any decision made by the Planning and Zoning Board or Town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

**Town Clerk:** Vivian Mendez

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









## TOWN MANAGER COMMENTS

Item 3.

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

Exhibit "C"

#### HUMAN RESOURCES

##### Town Job Openings

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

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

#### PUBLIC WORKS

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

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

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

## **SPECIAL EVENTS**

### **FLORIDA CITY GOVERNMENT WEEK**

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

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

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





LAKE PARK TOWN HALL

# FLORIDA CITY GOVERNMENT WEEK

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





TOWN OF LAKE PARK

Item 3.

# FALL FEST AT SUNSET CELEBRATION

LIVE ENTERTAINMENT FEATURING

## THE GOODNICKS



FOOD  
VENDORS

HAPPY  
HOUR

CANDY &  
TREATS

COSTUME  
CONTEST

FRIDAY, OCTOBER 28

6:00 PM - 9:00 PM

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE

LAKE PARK, FL 33403