

RESOLUTION 74-12-21

A RESOLUTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (CRA) AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE A CONTRACT WITH BUSINESS FLARE LLC, FOR CONSULTING SERVICES ASSOCIATED WITH EVALUATING, REVISING, AND UPDATING THE CRA MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park CRA, Florida (“Town CRA”) is a dependent special district of the Town of Lake Park with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Town CRA is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the CRA has solicited proposals for consulting services associated with the evaluation, revision and updating the CRA’s Master Plan; and

WHEREAS, the CRA has selected Business Flare LLC, to provide the solicited CRA services; and

WHEREAS, CRA Executive Director is recommending that the Board of Commissioners of the CRA enter into a contract with Business Flare LLC.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Chairman of the CRA is hereby authorized and directed to execute the contract between the CRA and Business Flare LLC, a copy of which is attached hereto and incorporated herein by reference as “**Exhibit A**”

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

The foregoing Resolution was offered by Board Member Stark, who moved its adoption. The motion was seconded by Board Member Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
CHAIR MICHAEL O'ROURKE	<u>✓</u>	___
VICE-CHAIR KIMBERLY GLAS-CASTRO	<u>✓</u>	___
BOARD MEMBER ERIN FLAHERTY	<u>✓</u>	___
BOARD MEMBER JOHN LINDEN	<u>✓</u>	___
BOARD MEMBER ROGER MICHAUD	<u>✓</u>	___
BOARD MEMBER HENRY STARK	<u>✓</u>	___

The Community Redevelopment Agency thereupon declared the foregoing Resolution 74-12-21 duly passed and adopted this 1 day of December, 2021.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
CHAIR

ATTEST:


VIVIAN MENDEZ
AGENCY CLERK



Approved as to form and legal sufficiency:


BY: 
THOMAS J. BAIRD
AGENCY ATTORNEY

EXHIBIT A

CONTRACT FOR COMMUNITY REDEVELOPMENT AGENCY CONSULTING SERVICES

THIS CONTRACT for professional consulting services between the Town of Lake Park's Community Redevelopment Agency of the Town of Lake Park hereinafter "the CRA") and Business Flare LLC, EIN Number 84-1736016, hereinafter "the CONSULTANT" is made this 1 day of December, 2021.

WITNESSETH THAT:

WHEREAS, the Town Commission of the Town of Lake Park (Town) has created a community redevelopment agency (CRA) pursuant to Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA is a dependent special district of the Town with such powers and authority within the redevelopment area of the Town as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA solicited proposals through a Request for Qualifications (RFQ) pursuant to the Town's procurement procedures seeking qualified firms or individuals to provide consulting services for a project known as the CRA Plan Update (Project); and

WHEREAS, the CONSULTANT responded to the RFQ and has been deemed by the CRA staff to be qualified to provide the consulting services sought by the CRA; and

WHEREAS, the CRA Board of Commissioners has selected the CONSULTANT to provide the consulting services for the Project; and

WHEREAS, the CRA has budgeted funds in the current fiscal year budget for the funding of the consulting services for the Project; and

WHEREAS, the CONSULTANT has provided a Scope of Services for the Project as set forth in Section 1 of this CONTRACT; and

NOW THEREFORE, the CRA and the CONSULTANT in consideration of the flowing from each to the other do hereby agree as follows:

SECTION 1. SCOPE OF SERVICES AND PERFORMANCE:

1.1 The CONSULTANT shall, to the satisfaction of the CRA, fully and timely provide the professional consulting services outlined in RFQ No. 105-2021, a copy of which is incorporated herein by reference.

1.2 In the performance of these professional consulting services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing its professional consulting services and shall have due regard for acceptable planning standards and principles. The CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract.

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1.3 The services and compensation associated with the CONSULTANT'S services is set forth in **Exhibit 1**, attached hereto and incorporated herein.

1.4 In the event the CRA requires services beyond those set forth in the Scope Services, these services shall be set forth in one or more amendments to the Contract. The additional services shall be subject to the CRA Board of Commissioner's approval of and its appropriation of funds during the fiscal year in which the services are to be rendered.

1.5 The CONSULTANT shall keep the CRA Executive Director fully informed, at all times, of its activities and progress in performing the Scope of Services.

1.6 All services performed by the CONSULTANT shall be to the satisfaction of the Town Executive Director, who shall decide all questions, difficulties or disputes of any nature whatsoever that may arise pursuant to the Contract. The CRA's Executive Director's determination as to any questions, difficulties or disputes regarding the CONSULTANT'S fulfillment of the services hereunder, including the character, quality, amount and value of the services rendered shall be final and binding upon the CONSULTANT.

1.7 Any adjustments to the Scope of Services, compensation and/or the term in which the services are to be performed shall be the subject of a written amendment to the Contract.

1.8 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Contract, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Town upon completion or termination of the Contract, without restriction or limitation on their use. All the CONSULTANT'S work in progress, or draft documents during the term of this Contract are public records and shall be made available to the CRA, upon request. The parties hereto acknowledge that upon delivery to the CRA of any of said work in progress or draft documents provided by the Town shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.

SECTION 2. FEES FOR SERVICES

2.1 The CONSULTANT shall submit monthly invoices for compensation, pursuant to the schedule provided in **Exhibit 1**. The invoices shall include a detailed breakdown of the services rendered, specifically indicating each task performed in detail, the person performing the task and the time allocated by each person in performing the task. Compensation shall not exceed **\$85,000 and is itemized in Exhibit 1**. If a Finding of Necessity is deemed required, the CRA shall be notified in writing, along with the associated cost that is contingent on available funding sources.

2.2 The CRA shall pay CONSULTANT within 30 calendar days of its receipt of CONSULTANT'S monthly invoices. To be deemed proper, all invoices shall demonstrate the work completed in accordance with the Scope of Services. The CRA may withhold payment for the CONSULTANT'S failure to comply with any term, condition, or requirement of this Contract.

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2.3 Notwithstanding any provisions of this Contract to the contrary, the CRA may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of CONSULTANT'S inadequate work as determined by the CRA; or from loss due to fraud based upon reasonable evidence. Upon the CRA'S resolution of the basis for its withholding of a payment, the CRA shall make payment. The CRA is not required to pay any interest on the amount withheld.

SECTION 3. TERM OF THE CONTRACT

The TERM OF CONTRACT shall commence on the date that is fully executed by all parties and shall end by June 30, 2022.

SECTION 4. TERMINATION

4.1 This Contract may be terminated without cause or for convenience by the CRA for any reason, or no reason at all, upon 90 calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for all work completed and approved by the CRA through the date of the written notice of termination. Under no circumstances shall CRA make payment for services that have not been performed.

4.2 In the event CONSULTANT abandons this Contract or causes it to be terminated by CRA, CONSULTANT shall indemnify CRA against its losses pertaining to the termination, including, but not limited to, the CRA'S reasonable administrative and legal costs incurred should the CRA elect to procure and retain another consultant.

4.3 TERMINATION-This Contract may be terminated by the CRA upon five calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Executive Director at least 10 business days before any such change in ownership of CONSULTANT.

4.4 Upon termination, the CONSULTANT shall turn over to the CRA all finished or unfinished work products, documents, data, studies, surveys sketches, plans and reports in its possession. The CONSULTANT shall also reasonably assist the CRA and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

- 5.1** An event of default shall mean the following:
- a. CONSULTANT has not performed services on a timely basis;
 - b. CONSULTANT has refused or failed to supply properly skilled or qualified personnel for the services to be performed;
 - c. CONSULTANT has failed to obtain the approval of the CRA where required by this Contract;

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- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Scope of Services.

5.2 In the event CONSULTANT fails to comply with a material provision of this Contract, the CRA may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT 15 calendar days to cure the default. If the CONSULTANT fails to cure the default, the CONSULTANT shall only be entitled to compensation for any services which have been completed to the satisfaction of the CRA, minus any damages incurred by the CRA. In the event payment has been made for any professional services not completed, the CONSULTANT shall return these sums to the CRA within 10 days after its receipt of written notice from the CRA of the sums due. Nothing herein shall limit the CRA's right to terminate for convenience or without cause at any time as set forth herein.

5.3 In the event of a default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4 The CRA may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CRA. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CRA's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other right and remedies available to the CRA in law or in equity.

SECTION 6. STATUS REPORTS, UPDATES AND DELIVERABLES

On or before the 5th day of every month, the CONSULTANT shall prepare and deliver to the Executive Director a status reports showing its performance of the scope of services set forth in **Exhibit 1**. All deliverables shall be submitted electronically. Final reports shall also be submitted via hard copy (3 copies required). All required public meeting shall be held in person with the CONSULTANT present. Some team members may participate virtually if the option is available. Presentations shall be accompanied by visual aides provided by the CONSULTANT.

SECTION 7. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

SECTION 8. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

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SECTION 9. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Contract. The services provided by CONSULTANT shall be by employees of the CONSULTANT and subject only to its supervision. CONSULTANT shall be responsible for the enforcement of its personnel policies, the payment of its employees or sub-consultants, if any, the payment of any applicable taxes, FICA, social security, health insurance, pension or any other benefits for the CONSULTANT'S employees who render service under this Contract.

SECTION 10. ASSIGNMENT

Neither this Contract, nor any services to be performed herein, shall be assigned, transferred or otherwise delegated to others including sub-consultants by CONSULTANT, without the prior written consent of the Executive Director.

SECTION 11. CONFLICTS OF INTEREST

11.1 CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Executive Director.

11.2 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Contract.

SECTION 12. INDEMNIFICATION/HOLD HARMLESS

12.1 The CONSULTANT shall indemnify, defend and hold harmless CRA, and any elected or appointed officials, its agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases, death; or damage to, or the destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Contract.

12.2 CONSULTANT acknowledges that as part of this Contract specific and separate consideration has been paid for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth herein.

12.3 CONSULTANT shall indemnify CRA for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT shall defend and/or settle at its own expense any action brought against the CRA to the extent that is based on a claim that the services furnished to CRA, or on behalf of the CRA,

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by CONSULTANT pursuant to this Contract, becomes unusable as a result of [any such infringement or claim.

SECTION 13. REPRESENTATIVES OF THE TOWN AND THE CONSULTANT

13.1 It is recognized that questions in the day-to-day performance of this Contract may arise. The CRA's Executive Director or his designee shall be the person to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed. CONSULTANT designates **Kevin Crowder** and **Alicia Aleyne** as the representatives of CONSULTANT to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed.

13.2 The Executive Director shall have the right to require CONSULTANT to change any personnel working on this Contract upon providing CONSULTANT with a 10 day written notice. Such requests for changes in personnel shall be submitted to the CONSULTANT in writing, and shall not be made by the Executive Director unreasonably or arbitrarily.

SECTION 14. COSTS AND ATTORNEY'S FEES

If either CRA or CONSULTANT is required to enforce the terms of this Contract by legal action, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including by not limited to, costs and reasonable attorney's fees.

SECTION 15. NOTICES

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, or by email or facsimile transmission, addressed to the party for whom it is intended, and proof of receipt. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

FOR CONSULTANT: Kevin Crowder and Alicia Alleyne
Business Flare LLC.
1175 NE 125th Street, Suite 601
North Miami, FL 33161
Phone: 305-281-2279
kevin@businessflare.net / alicia@businessflare.net

FOR TOWN: John O. D'Agostino, Town Manager
Executive Director
535 Park Avenue, Lake Park, Fl. 33403
Tel. (561) 881-3304 Fax. (561) 881-3314
JDAgostino@lakeparkflorida.gov

With Copy to: Thomas J. Baird, Esquire
General Counsel
c/o Town of Lake Park

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535 Park Avenue, Lake Park, FL 33403
Tel. (561) 650-8232
TBaird@JonesFoster.com

SECTION 16. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE

16.1 Any "Data" defined as written reports, studies, drawings, graphic, electronic, chemical or mechanical representations, specification, designs, models, photographs, computer CADD discs, surveys developed or provided in connection with this Contract shall be the property of CRA and the CRA shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. The CRA shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Contract.

16.2 Copyrights. No data developed and or prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the CRA. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Executive Director with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

16.3 If this Contract is terminated for any reason prior to completion of the work, the CRA may, in its discretion, use any design and documents prepared hereunder.

SECTION 17. SUBCONSULTANTS

Sub-consultants, if needed, shall be subject to the prior written approval of the CRA Executive Director.

SECTION 18. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all federal, state, county, and town laws, administrative regulations or rules, which are or shall become applicable to the services performed under the terms of this Contract.

SECTION 19. TRUTH-IN NEGOTIATIONS CERTIFICATE

Signature of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

SECTION 20. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the CRA to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Contract is and shall at all times

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remain the property of the CRA. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the CRA's Executive Director, which may be withheld or conditioned by the CRA Executive Director in his sole discretion.

SECTION 21. AUDIT AND INSPECTION RIGHTS

21.1 The CRA may, at reasonable times, and for a period of up to three years following the date of the completion of Services by CONSULTANT under this Contract, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Contract. CONSULTANT SHALL maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Contract

21.2 The CRA may, at reasonable times during the term hereof, and any supplemental contract terms, inspect CONSULTANT's RECORDS, as the CRA deems reasonably necessary, to determine whether the services provided by CONSULTANT under this Contract conform to the terms of this Contract. CONSULTANT shall make available to the CRA all records related to this Contract and provide assistance to facilitate the performance of inspections by the CRA's representatives.

SECTION 22. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Contract and any amendments hereto, that it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 23. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract, For the breach or violation of this provision, the CRA shall have the right to terminate the Contract with or without cause, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 24. GOVERNING LAW; VENUE

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue of any action to enforce this Contract shall be in Palm Beach County, Florida.

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SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 26. SEVERABILITY

If any provision of this Contract or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and may be enforced to the fullest extent permitted by law.

SECTION 27. CONFLICT

In the event of a conflict between the terms of this Contract and any terms or conditions in any attached documents, the terms in this Contract shall prevail.

SECTION 28. SURVIVAL OF PROVISIONS

Any terms or conditions of this Contract that require acts beyond the date of its termination shall survive the termination of this Contract, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party.

SECTION 29. ENTIRE CONTRACT

29.1 This Contract and its attachments constitute the entire contract between CONSULTANT and CRA, and all negotiations and oral understandings between the parties are merged herein.

29.2 No modification, amendment or alteration in the terms or conditions of this Contract shall be effective unless contained in a written document executed with the same formality as this Contract.

SECTION 30. PUBLIC RECORDS

The CONSULTANT is required to:

30.1 Keep and maintain public records required by the CRA to perform the service.

30.2 Upon the request of the CRA's custodian of public records, provided the CRA with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

30.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this

EXHIBIT A

Contract, and following completion of this Contract if the CONSULTANT does not transfer the records which are part of this Contract to the CRA.

30.4 Upon the completion of the term of the Contract, transfer, at no cost, to the CRA all public records in possession of the CONSULTANT; or keep and maintain the public records associated with the services provided for in the Contract. If the CONSULTANT transfers all public records to the CRA upon completion of the term of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the CONSULTANT keeps and maintains public records upon completion of the term of the Contract, the CONSULTANT shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

30.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

SECTION 31. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 32. AMENDMENTS

The parties contemplate that there may be additional professional consulting services to be performed by the CONSULTANT. The additional services shall be set forth in a written amendment to this Contract, which shall include a Scope of Services, associated cost, and the terms of the compensation for these services, contingent on available funding sources.

ATTACHED AS “**Exhibit 1**” --- Scope of Work and Timeline

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

DATED this 14 day of December 2021.

TOWN OF LAKE PARK CRA

ATTEST:

Vivian Mendez
Vivian Mendez, CRA Clerk



By: [Signature]
Michael O'Rourke, Chairman

Approved as form and legal sufficiency

By: [Signature]
Thomas J. Baird, General Counsel

FLORIDA

15th day of Dec, 2021

BUSINESS FLARE, LLC

WITNESS:

Alicia Alleyne
Printed Name

Farrell Tiller
Printed Name

By: Kevin S Crowder

Kevin S Crowder
Printed Name

Dated this 14 day of Dec, 2021

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**EXHIBIT 1 - Scope of Work and Timeline
(with associated pricing)**

RFQ Asking For	BusinessFlare® Approach	Deliverable
Task A - Adopted Plans Review	Evaluate current plan and perform a check and balances status update of projects and programs. Reference annual report for FY 20-21 and FY 21-22 accomplishments.	Phase 1, Task A - Adopted Plans Review Summary <i>Digital ADA Accessible Copy</i>
Task B – Existing Conditions Analysis	Evaluate physical environment (infrastructure and real estate land) conditions and opportunities. BusinessFlare® will use GIS, surveying, photo inventory, drone imagery, and mapping techniques for the technical analysis. In addition, BusinessFlare® partner Ken Stapleton will perform a crime/safety audit using Crime Prevention Through Environmental Design (CPTED) metrics.	Phase 1, Task B – Existing Conditions Analysis <i>Digital ADA Accessible Copy</i>
Task C – Economic Condition Analysis	Evaluate market conditions, local business trends, tapestry, targeted industries, the regulatory structure and socioeconomics. BusinessFlare® will use Esri, EMSI, US Census Bureau, Placer.ai, Costar, MLS, statistical analytics, ImPlan among other data sources.	Phase 1, Task C – Economic Condition Analysis <i>Digital ADA Accessible Copy</i>
Task D – Economic Strategy Development	Identify a list of priority redevelopment objectives and identify clear implementation steps to achieve objectives. New visionary projects with realistic steps/ checklist. BusinessFlare® will use current plan, market conditions, land opportunities, community, staff, and commission input to develop strategy.	Phase 1, Task D – Economic Strategy Development <i>Digital ADA Accessible Copy</i>
Task E – Final SWOT Analysis	Identify Strengths, Weaknesses, Opportunities, and Threats from adopted plans, physical and economic analysis, and community, staff, and commission input.	Phase 1, Task E – Final SWOT Analysis <i>Digital ADA Accessible Copy</i>

EXHIBIT A

RFQ Asking For	BusinessFlare® Approach	Deliverable
<p>Task A – Public Participation Kick-Off Workshop Presentation</p>	<p>Coordinate public participation kick-off workshop presentation with staff. BusinessFlare® will organize and create content material necessary to have a successful workshop. BusinessFlare® believes that an “open house” type of public approach works best to allow the community to have a one-on-one with the consultant team and staff. This will provide better and more valuable input. BusinessFlare® will coordinate public outreach strategy and timing process, work on workshop logistics minute-by-minute planning. In addition to prepare and print material, sign in-sheets, posters, printed maps, markers, sticky notes, refreshments, etc.</p>	<p>Phase 2, Task A – Public Participation Kick-Off Workshop Presentation <i>In Person and Virtual Hosting</i> <i>Digital ADA Accessible Copy</i></p>
<p>Task B – Draft CRA Plan Update and Legal Statuary Requirements</p>	<p>Revise and update CRA plan incorporating up-to date data, market conditions, physical environment opportunities, community goals, and coordinate policy recommendations with staff and commission.</p>	<p>Task 2, Phase B – Draft CRA Plan Update <i>Digital ADA Accessible Copy</i> <i>labeled “Draft v01”</i></p>
	<p>Review documentation process and administer the process for updating the CRA plan, finding of necessity requirements, and CRA boundaries (if needed) in a way that is consistent and compliant with F.S. Statutes Chapter 163.</p>	<p><i>Digital ADA Accessible Copy</i> <i>labeled “Legal Statuary and Requirements Checklist”</i></p>
<p>Task C - Final Public Presentation</p>	<p>Identical as kick-off presentation in terms of logistics, but this presentation is more of an educative session to showcase how we incorporate the public input comments into the CRA plan draft. Additional input always welcome.</p>	<p>Phase 2, Task C – Final Public Presentation <i>In Person and Virtual Hosting</i> <i>Digital ADA Accessible Copy</i></p>

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RFQ Asking For	BusinessFlare® Approach	Deliverable
Task A – Update Draft CRA Plan	BusinessFlare® will set revision and update framework and technical recommendations while following direct guidance from staff and commission comments from draft v01 and the public participation meetings.	Phase 3, Task A – Updated Draft CRA Plan <i>Digital ADA Accessible Copy labeled “Draft v02”</i>
Task B – Final CRA Plan and Other Material Adoption	Final adoption board and commission meeting presentations.	Phase 3, Task B – Final CRA Plan and Other Material Adoption <i>In Person Presentation</i> <i>Digital ADA Accessible Copy labeled “Final for Adoption”</i>

TIMELINE

2021	2	December	Internal Project Kick-Off and Begin Phase 1
2021	2-23	December	Phase 1 – Task A, B, C, and D <i>(staff and analysis driven)</i>
Holidays			
2022	3-17	January	Phase 1 – Task D and E <i>(leadership input)</i>
	18-31		Phase 2 – Task A <i>(public workshop preparation)</i>
2022	1-18	February	Phase 2 – Task A Public Participation Workshop Presentation
	21-28		Phase 2 – Task B – Draft CRA Plan
2022	1-15	March	Phase 2 – Task C – Final Public Presentation
			Comments/ Revisions
	15-31		Phase 3 – Task A – Second Draft
2022	1	April	Phase 3 – Task B – Final Draft and Adoption
2022	20	April	Final Adoption Meeting

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Phase and Task	Hours (all staff)	Travel time (all staff)	Estimated Price (\$)
PHASE 1			
Phase 1, Task A - Adopted Plans Review	26		4,900
Phase 1, Task B - Existing Conditions Analysis	30	8	5,700
Phase 1, Task C – Economic Condition Analysis	38		5,700
Phase 1, Task D – Economic Strategy Development	46		6,900
Phase 1, Task E – Final SWOT Analysis	24		3,600
PHASE 2			
Phase 2, Task A – Public Participation Kick-Off Workshop Presentation	44	8	7,800
Phase 2, Task B – Draft CRA Plan Update and Legal Statuary Requirements	52		7,800
Phase 2, Task C - Final Public Presentation	36	8	6,600
PHASE 3			
Phase 3, Task A - Update Draft CRA Plan	44		6,600
Phase 3, Task B - Final CRA Plan and Other Material Adoption	28	8	5,400
TOTAL	368	32	60,000
CRA Annexation Finding of Necessity and Application			25,000
GRAND TOTAL			85,000



**Minutes
Town of Lake Park, Florida
Tree Board Meeting
Tuesday, August 10, 2021, 6:22 PM
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403**

The Tree Board met for the purpose of a regular session on Tuesday, August 10, 2021 at 6:22 p.m. Present were Chair Brady Drew, Vice-Chair Cynthia Grey and Board Member Pamela Frazier. Town staff included Community Development Director Nadia DiTommaso, Town Planner Karen Golonka, Public Works Director Roberto Travieso and Water Resource Management Associates Consultant Raul Mercado and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call. Chair Drew led the pledge of allegiance.

Special Presentation/Report

1. Introduction/Presentation by Raul Mercado of WRMA-Water Resources Management Associates, Inc. (consultant to the Town) on the Stormwater Master Plan and public right-of-way implications as it relates to future planting in these areas. (a presentation will first be provided – the 387-page document will then be distributed to the Tree Board Members electronically after the meeting as a reference guide)

Community Development Director DiTommaso introduced Raul Mercado of WRMA; Mr. Mercado presented to the Tree Board (see Exhibit “A”). Board Member Drew asked for clarification regarding the conversion of the remainder of 95% bioswales. Mr. Mercado explained that only 5% of critical areas would be converted. He announced that he was hopeful that workshops would be held to assist and educate residents regarding bioswale conversion. Community Development Director DiTommaso announced that she believed the Tree Board would be an integral part of future planning as related to the Stormwater Master Plan (identification of bioswales, consistency of native plants). The Tree Board thanked Mr. Mercado for his presentation.

Board Member Frazier stated that she had no questions at this time and that she would review the materials provided to the Board. She asked for clarification that Raul said he would be available to the Board in the future to make addition presentations or to respond to questions. Mr. Mercado responded that he would be available.

Mr. Mercado explained that the City of Palm Beach Gardens owned the C-17 canal. Therefore, any efforts regarding the canal needs to be coordinated with City of Palm Beach Gardens.

2. Discussion on the possibility of creating a Memorial Tree Planting Program for the Town. (three examples enclosed with the agenda)

Community Development Director DiTommaso explained the item and referred to the examples within the agenda packet. Vice-Chair Grey questioned if the Town would designate the locations. Community Development Director DiTommaso explained the locations would include public parks, public medians, and review would take place upon receipt of an application. Chair Drew expressed appreciation for staff bringing forth the Memorial Tree Planting Program information, and was in favor of the public parks program. Vice-Chair Grey expressed the importance of an aesthetically attractive public park. Board Member Frazier announced that she was in support of a program that would positively highlight the Town of Lake Park. Discussion ensued regarding Memorial Trees and Benches. Board Member Frazier was in favor of staff proposing a project that would bring recognition to the Town of Lake Park. Vice-Chair Grey was in favor of spreading ashes on the Memorial Tree or plaque. Chair Drew suggested that spreading ashes take place around the Town instead of just on area of a park.

Board Member Frazier proposed a motion for staff to composite a Memorial Program that the Board could discuss and make changes to down the road. Community Development Director DiTommaso stated that the suggested would be added to a future agenda. Board Member Frazier stated that Mr. Mercado referred to indigenous plantings but none of the area nursery or big box stores sell these types of plantings. She suggested that indigenous plantings be incorporated in stores so that residents have the option to purchase plantings that are good for the Town. She hopes this would encourage residents to purchase plantings and show that the Tree Board was engaged with them in this effort. She suggested that these types of plantings be sold at Town events to encourage residents to participate. Board Member Frazier stated that she agreed with the training opportunities and well as discussing during a future agenda would be beneficial to the Board.

Chair Drew announced that he liked the City of Sunrise Memorial Tree Program. He asked how many benches were in Town. Community Development Director DiTommaso stated that she was not sure how many memorial benches were in Town. She offered to bring the number back to the Board. Chair Drew asked how the fees would be structured and how would be responsible to pay such fees. Community Development Director DiTommaso stated that staff would determine the fees associated with the particular memorial the client requested.

Consent Agenda:

3. June 8, 2021 Tree Board Meeting Minutes.

Motion: Board Member Frazier moved to approved the Consent Agenda; Vice-Chair Grey seconded the motion.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Frazier	X		
Vice-Chair Grey	X		
Chair Drew	X		

Motion Passed 3-0

New Business:

4. Tree Board Ordinance adopted by the Town Commission. (enclosed)

Community Development Director DiTommaso announced the Town Commissions' adoption of Ordinance No. 08-2021(Tree Board Amendments). The Tree Board thanked staff for the update.

5. Future Meeting Agenda Items and Update on Palm Beach County LIDAR Data Availability for the creation of a Town-wide Tree Survey. (for discussion)

Community Development Director DiTommaso explained that Palm Beach County has data that would be very useful to the Town and Tree Board in recording trees in certain locations, and aerial images. She announced that the information would be provided at a future Tree Board Meeting. Chair Drew asked for clarification regarding the LIDAR Data Program and Tree Canopy information. Community Development Director DiTommaso announced that detailed information regarding the program would be forthcoming. Chair Drew announced a program named I-Tree Canopy, inclusive of google maps data and hoped that LIDAR appeared to be an easier approach. Chair Drew suggested the beautification of White Markers within the Town of Lake Park, and questioned how the Tree Board would complete research and determine fund allocation. Community Development Director DiTommaso announced that staff would complete a survey of the markers to determine which markers needed beautification, and fund allocation; she added that the beautification of the markers could be included in the Capital Improvement Plan. Public Works Director Travieso addressed the Tree Board, provided a brief summary of the Stormwater Master Plan and expressed appreciation to the Board for their efforts. He announced that the Stormwater Master Plan included public outreach, incentives, and education for residents and business owners. He announced that the Town would complete an inventory of benches, and look into beautification of the White Street Markers. He suggested that the White Street Markers be part of the Centennial Celebration taking place in 2023.

Future Meeting Agenda Items

- Memorial Tree Program Proposal
- Sample Native Tree and Plant list (Educational Component)

PUBLIC COMMENT:

None

BOARD MEMBER COMMENTS:

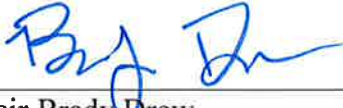
Chair Drew had no comments.

Board Member Frazier felt that it was a good meeting. She was excited with things that may come to the Tree Board in the future that would make the Tree Board and the Town look more alive.

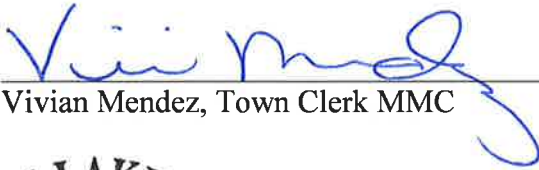
Vice-Chair Grey had no comments.

ADJOURNMENT

There being no further business to come before the Board, and by unanimous vote, the meeting adjourned at 7:49 p.m.



Chair Brady Drew



Vivian Mendez, Town Clerk MMC



FLORIDA

Approved on this 14 of December, 2021



Minutes
Town of Lake Park, Florida
Tree Board Meeting
Tuesday, September 13, 2021, 6:00 PM
Town Hall Commission Chamber,
535 Park Avenue, Lake Park, Florida 33403

The Tree Board met for the purpose of a regular session on Tuesday, September 13, 2021 at 6:00 p.m. Present were Chair Brady Drew, Vice-Chair Cynthia Grey and Board Member Pamela Frazier. Town staff included Community Development Director Nadia DiTommaso, Public Works Director Roberto Travieso and Town Clerk Vivian Mendez.

Chair Drew performed the roll call and led the pledge of allegiance.

Consent Agenda:

1. August 10, 2021 Tree Board Meeting Minutes.

Board Member Frazier pulled the meeting minutes from the agenda. She stated that the minutes did not reflect that she stated that indigenous trees and plants be sold at Town events throughout the year. That would assist the community to know what the Town Tree Board was doing. She added that if the items were sold it would help the Town generate funds. She reflected that Mr. Mercado had mentioned a woman in Town worked with indigenous plants and would be a great resource to the Town. This would also allow the Town to brand the Tree Board

The Board came to consensus to have the August 10, 2021 Tree Board Meeting minutes placed on the October 12, 2021 agenda.

New Business:

2. Recognition and Memorial Tree and Bench Program – Review of enclosed draft program for the Town.

Community Development Director DiTommaso explained the proposed Memorial Tree and Bench Programs (see Exhibit “A”). Discussed ensued regarding the proposed program.

Vice-Chair Grey asked that a breakdown of the cost of the trees be included instead of having a flat rate of \$800.00. She suggested that a range of cost and size of the trees be included in the program, so that a person was aware of what they have purchased. Community Development Director DiTommaso explained what would be incorporated into the \$800.00 fee. Vice-Chair Grey asked that the address of the pocket parks be included so that the person would know where their tree, plaque and benches would be placed. She asked if the program would be advertised. Community Development Director DiTommaso stated that the program would be advertised on the Town’s website. Vice-Chair Grey asked specific questions regarding the languages in which could be used on the plaques.

Community Development Director DiTommaso continued explaining the program. Board Member Frazier asked who would be part of the decision making process regarding the placement of the trees or benches. Community Development Director DiTommaso explained that the Town envisions that the process would begin in the Special Events Department in conjunction with the Public Works Department. Board Member Frazier asked who would designing the placement of trees, benches and plaques in the parks. Community Development Director DiTommaso explained that those decision would be based on the type of tree and the environment in which it would be placed. Those decisions would be discussed with an arborist and the Public Works Department.

The Board asked questions regarding the plaque, placement of trees, damage of trees and benches. Chair Drew commented on the proposed program, recruiting members, additional education opportunities at Palm Beach State College or online courses, the tree survey, selling trees/plants. Public Works Director Roberto Travieso clarified that the trees are 3-6 feet in 35-gallon pots. Discussion ensued regarding the proposed program and bioswales, and a sprinkler system program.

Vice-Chair Grey asked if the Town could solicit for more Tree Board members. Staff will do so. The Board Membership application was available on the Town's website.

Future Meeting Agenda Items

- Full list of Preferred Plant List from the Town and consultant.
- Review the draft proposed program before it was presented to the Commission.
- Map of the pocket parks.
- List of Town Events.
- List of Educational Resources.

PUBLIC COMMENT:

None

BOARD MEMBER COMMENTS:

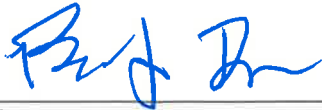
Chair Drew had no comments.

Board Member Frazier had no comments.

Vice-Chair Grey had no comments.

ADJOURNMENT

There being no further business to come before the Board, and by unanimous vote, the meeting adjourned at 7:05 p.m.



Chair Brady Drew



Town Clerk, Vivian Mendez, MMC



Approved on this 14 of December, 2021

IV. Payment Methods

Acceptable methods of payment are cash, check, or money order. Online credit card payments are also acceptable through the Town website upon receipt of a receipt transmittal by the Town.

V. Guidelines

1. The Recognition and Memorial Tree & Bench Program is subject to the guidelines set forth by the Town of Lake Park Special Events Department.
2. Trees and benches are not memorials and may not be decorated with flowers, ribbons, photos, or other items. All items left will be immediately discarded and will not be recoverable.
3. The dimensions of all plaques are listed in Section III and are subject to change and based on vendor availability.
4. Standard plaques (limited to 1 per bench or tree) are available with the following standardized verbiage: 'In Honor Of' or 'In Memory Of' or "In Recognition of" followed by the name of your loved one or pet. One religious symbol is permitted. Business sponsorship is not intended by the program.
5. Additional language on tree and bench plaques is subject to approval by the Town. Language/characters shall be limited to 150.
6. Tree planting and bench placement locations are at the discretion of the Town of Lake Park. A request can be made by the applicant, but cannot be guaranteed. The Public Works Department will determine a planting site that is best suited to the survival of the tree. No trees or benches shall be planted or placed without prior approval from the Town.
7. The Town of Lake Park is not responsible for any loss or damage, including but not limited to theft, vandalism, or natural disaster that may occur to the tree, plaque, and/or bench.
8. While trees may be ordered at any time, they will only be planted during their dormant phase.
9. In the event a tree must be permanently removed, the Town will try to relocate the tree and the plaque, but relocation cannot be guaranteed. In the event the tree cannot be relocated, the memorial plaque will be returned to the applicant.
10. In the event a bench must be permanently removed, the Town will, when feasible, seek an alternate location consistent with these guidelines. If no alternate location can be found or relocation is not possible, the memorial bench, at the applicant's request, may be given to the donor.
11. Pricing is based on current valuation, installation, and upkeep. Additional funds are reserved for park development and tree replacement. All pricing is subject to change.
12. Perpetual care and maintenance of the trees and benches shall remain with and under the control of the Town of Lake Park, and shall be maintained as outlined in the Recognition and Memorial Tree & Bench Program Guidelines.

Complete all sections that are applicable to your request:

OPTION 1: New Tree Planting

Preferred Park you wish the tree to be planted or the bench to be placed. (*not guaranteed*)

Type of tree requested (from enclosed approved list) _____

Commemorative Plaque Info:

Choose one, please: In Honor Of In Memory Of In Recognition Of

Name of Person Being Recognized (as it will appear on the plaque): _____

OPTION 2: New Bench Placement or Existing Bench Replacement

Commemorative Plaque Info:

Choose one, please: In Honor Of In Memory Of In Recognition Of

Name of Person Being Recognized (as it will appear on the plaque): _____

Additional Plaque Inscription – 4 lines / maximum 150 characters maximum) - (must be reviewed and approved by the Town. Any language that is deemed to be vulgar or offensive in any way as determined by the Town, is prohibited)

I have read, fully understand, and agree to abide by the general terms and conditions of the Memorial Tree and Bench Program as outlined in this application. My signature below indicates that I agree and understand the Town of Lake Park Memorial Tree & Bench Program guidelines.

Signature

Print Name

Date

TREE APPROVAL LIST:

Trees	
Scientific Name	Common Name
Quercus virginiana	Live Oak
Quercus laurifolia	Laurel Oak
Taxodium spp.	Cypress
Acer rubrum	Red Maple
Magnolia virginica	Sweetbay Magnolia
Ilex cassine	Dahoon Holly
Bursera simaruba	Gumbo Limbo
Coccoloba diversifolia	Pigeon Plum
Annona glabra	Pond Apple
Persea borbonia	Red Bay
Sabal palmetto	Cabbage palm

SAMPLE TREE PLAQUE:



SAMPLE BENCH PLAQUE:

