



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Attorney-Client Session  
And Regular Commission Meeting  
Wednesday, February 16, 2022, 7:00 p.m.  
Commission Chamber, Town Hall  
535 Park Avenue, Lake Park, FL 33403

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

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

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **THE TOWN COMMISSION WILL RECESS TO A PRIVATE ATTORNEY-CLIENT SESSION PERTAINING TO THE PETITION FILED BY PALM BEACH COUNTY WITH THE DIVISION OF ADMINISTRATIVE HEARINGS CHALLENGING THE TOWN'S ADOPTION OF AN AMENDMENT TO IT'S COMPREHENSIVE PLAN. THE ATTORNEY-CLIENT MEETING WILL BE ATTENDED BY: MAYOR MICHAEL O'ROURKE, VICE-MAYOR KIMBERLY GLAS-CASTRO, COMMISSIONERS ERIN FLAHERTY, JOHN LINDEN AND ROGER MICHAUD, TOWN ATTORNEYS THOMAS J. BAIRD AND JAMES C. GAVIGAN AND TOWN MANAGER JOHN D'AGOSTINO. THE ATTORNEY-CLIENT MEETING IS ANTICIPATED TO LAST UP TO ONE HOUR.**

**AT THE CONCLUSION OF THE PRIVATE ATTORNEY - CLIENT SESSION, THE COMMISSION WILL RE-CONVENE ITS REGULAR COMMISSION MEETING.**

**D. SPECIAL PRESENTATION/REPORT:**

None

**E. PUBLIC COMMENT:**

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

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

1. January 24, 2022 Public Workshop on the Design Elements for the Park Avenue And 10<sup>th</sup> Street Safety and Landscape Improvements Minutes. Tab 1
2. January 26, 2022 Special Call Commission Private Session Meeting Minutes. Tab 2
3. January 29, 2022 Public Workshop to Discuss Ideas Pertaining to the Community Redevelopment Agency Master Plan Minutes. Tab 3
4. February 2, 2022 Regular Commission Meeting Minutes. Tab 4
5. Resolution 04-02-22 Authorizing and Directing the Mayor to Execute an Agreement with Baxter & Woodman, Inc., for the Provision of Stormwater Engineering Professional Services per the Terms of City of West Palm Beach/Baxter & Woodman, Inc., Contract No. 26968 (Cooperative Purchase). Tab 5
6. Resolution 05-02-22 Authorizing and Directing the Mayor to Execute an Agreement with Kimley-Horn and Associates for the Provision of Traffic and Transportation Engineering Professional Services per the Terms of City of Fort Lauderdale/ Kimley-Horn and Associates, Agreement No. RFQ12370-206 (Cooperative Purchase). Tab 6
7. Request to Authorize the Mayor to Accept a Proposal from Pro Sound, Inc. for the Purchase and Delivery of Broadcast/Media Room Equipment for the Town Commission Chamber and Mirror Ballroom. Tab 7
8. Resolution 06-02-22 Authorizing and Directing the Town Manager to Sign, and The Town Grant Writer to Submit, a Community Development Block Grant (CDBG) Program Application Requesting Funds for New Playground Equipment in Ilex Park. Tab 8

- G. **BOARD MEMBERSHIP NOMINATION:**  
**9. Nomination of Board Membership Application to Tree Board.** **Tab 9**
- H. **PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**  
None
- I. **PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**  
**10. Ordinance 11-2021 Amending its Comprehensive Plan** **Tab 10**
- AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT BY AMENDING THE DENSITY AND INTENSITY OF THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; PROVIDING FOR A NEW OBJECTIVE SETTING FORTH POLICIES RELATED TO THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; AMENDING THE FUTURE LAND USE MAP BY ASSIGNING THE DOWNTOWN FUTURE LAND USE CLASSIFICATION TO APPROXIMATELY 21.6 ACRES OF REAL PROPERTY AS SHOWN ON THEREON; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- J. **NEW BUSINESS:**
- 11. Fiscal Year End 2021/2022 American Rescue Plan Act Update.** **Tab 11**
- 12. Fiscal Year 2021/2022 Master Permit Fee and Improvement Funds Update.** **Tab 12**
- 13. Resolution 07-02-22 Authorizing and Directing the Mayor to Execute a Contract With NUE Urban Concepts LLC, for Planning Services Associated with its Development of a Mobility Plan and Fee Ordinance.** **Tab 13**
- 14. Request to Authorize the Town Manager to Accept a Proposal from Kimley-Horn and Associates, Inc., for the Provision of Traffic and Transportation Engineering Professional Services per Pricing and Terms of the City of Fort Lauderdale Contract No. RFQ12370-206 (Cooperative Purchase).** **Tab 14**
- K. **PUBLIC COMMENT:**  
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- L. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**
- M. **REQUEST FOR FUTURE AGENDA ITEMS:**
- N. **ADJOURNMENT:**  
**Next Scheduled Regular Commission Meeting will be held on March 2, 2022**

# **Consent Agenda**

# TAB 1



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 16, 2022**

**Agenda Item No.**

**Agenda Title: January 24, 2022 Public Workshop on the Design Elements for the Park Avenue and 10<sup>th</sup> Street Safety and Landscape Improvements Minutes.**

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

Approved by Town Manager *[Signature]* Date: 2-4-22

*Vivian Mendez, Town Clerk, MMC*  
Name/Title

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

**Recommended Motion:** I move to approve the January 24, 2022 Public Workshop on the Design Elements for the Park Avenue and 10<sup>th</sup> Street Safety and Landscape Improvements minutes.



**Minutes  
Town of Lake Park, Florida  
Public Workshop on the  
Design Elements for the Park Avenue  
And 10<sup>th</sup> Street Safety and Landscape Improvements  
Monday, January 24, 2022 6:30 PM  
Town Hall Commission Chamber,  
535 Park Avenue, Lake Park, Florida 33403**

The Public Workshop to discuss the design elements for the Park Avenue and 10<sup>th</sup> Street safety and landscape improvements was held on Monday, January 24, 2022, at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, Town Manager John D'Agostino, Public Works Director Roberto Travieso, Project Manager John Wille, Operations Manager Dwayne Bell and Town Clerk Vivian Mendez.

Public Works Director Travieso welcomed everyone to the meeting. Operations Manager Bell led the pledge of allegiance.

Public Works Director Travieso explained that the purpose of the workshop was to discuss design options for Park Avenue and 10<sup>th</sup> Street. Mr. Hays Henderson, PLA of JMorton presented to the audience (see Exhibit "A"). After a recess so that audience members could discuss and review the design options with staff, the meeting reconvened. Mr. Henderson and staff responded to questions from the audience.

Mr. Chris O'Brien commented on the drive flow of the area. He stated that the train adds value to the area. However, he suggested that a sound barrier be installed between the railroad tracks and the businesses to lower the sound of the passing train. Mr. Henderson felt that a knee wall was a great suggestion.

Ms. Evelyn Clark suggested having art in public places and statement trees planted around Town. Public Works Director Travieso explained that staff has been looking into sponsorship for trees as an option.

Ms. Gillian Kennedy Wright suggested the Town adopt a native plant pallet. She suggested shade trees, using well water for irrigation and agreed with art in public places. She asked if the planted pottery was made of plastic materials. She also asked if the stamped concrete would allow for drainage. Mr. Henderson explained that in Florida native plants are best around medians. He explained that there was a plan to improve the stormwater runoff on 10<sup>th</sup> Street. He agreed with art in public places and the Town would look to the community for feedback on the type of art. Public Works Director Travieso explained that as part of the Stormwater Master Plan, there are plans to provide low impact rain infrastructure to improve drainage and water treatments before the runoff discharges into the Lake Worth Lagoon. He further explained that the Town was pursuing grant opportunities to assist with other initiatives.

Mr. Brady Drew asked if there was a way to make 10<sup>th</sup> Street a bikeable roadway. Mr. Henderson explained that there was an opportunity to place a bike lane on 10<sup>th</sup> Street. However, a traffic study would be necessary to determine how to place a bike lane safely on 10<sup>th</sup> Street. He stated that it would be a challenge.

Mr. Chris O'Brien suggested using the alleyways along the CRA to install bike lanes.

Ms. Evelyn Clark asked if the Clock Tower on 7<sup>th</sup> Street and Park Avenue was going to be refreshed as part of this project. Public Works Director Travieso suggested asking the Centennial Celebration Committee to consider refreshing the Clock Tower as part of their role on that Committee.

Town Manager John D'Agostino recapped that many great suggestions had been discussed during this workshop. He explained that a public improvements fund would be developed as part of the Land Development Regulations. He explained that on Saturday, January 29<sup>th</sup> there would be a Community Redevelopment Agency (CRA) Master Plan Workshop, which was open to the public. He explained that a final workshop would be scheduled before a final plan is developed. He explained why the CRA has funds to accomplish these improvements. Lastly, he explained that Saturday's workshop would not cover Park Avenue east of 7<sup>th</sup> Street to US1. A workshop would be scheduled in the future to discuss that part of Park Avenue. In his opinion, there were three things that he would answer "yes" in this process: 1) was it affordable; 2) was it in the best interest of the Town 3) and could we make an improvement in the Town to move it forward. He thanked everyone for attending.

Mayor O'Rourke further explained Saturday's workshop to discuss the CRA Master Plan. He explained why the property values have increased and how that has improved the available funding in the CRA to accomplish these projects. He described changes to Ordinances that would change density in the CRA in the future. Art could be incorporated into development projects in the future.

Public Works Director Travieso thanked everyone for attending.

## **ADJOURNMENT**

There being no further business to discuss; the meeting adjourned at 7:40 p.m.

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Mayor Michael O'Rourke

Town Seal

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Town Clerk, Vivian Mendez, MMC

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





**Public Workshop on the Design Elements  
for the Park Avenue and 10th Street Safety and  
Landscape Improvements**

Monday, January 24, 2022, 6:30-8:00 PM  
Commission Chambers, Town Hall

**Meeting Agenda**

**Facilitator:** Roberto Travieso, Director of Public Works

WELCOME/OPENING COMMENTS	<b>ROBERTO TRAVIESO</b>
INTRODUCTIONS	
BACKGROUND	
PRESENTATION	<b>HAYS HENDERSON, PLA</b>
TABLE DISCUSSION	<b>ROBERTO TRAVIESO HAYS HENDERSON, PLA JOHN WILLE DWAYNE BELL</b>
Q&A	<b>ROBERTO TRAVIESO</b>
NEXT STEPS	<b>HAYS HENDERSON, PLA</b>
CLOSING COMMENTS	<b>JOHN D'AGOSTINO</b>

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# DESIGN OPTIONS FOR PARK AVENUE & 10<sup>TH</sup> STREET LANDSCAPE AND STREETScape

DEPARTMENT OF PUBLIC WORKS

Project Manager  
Hays Henderson, PLA



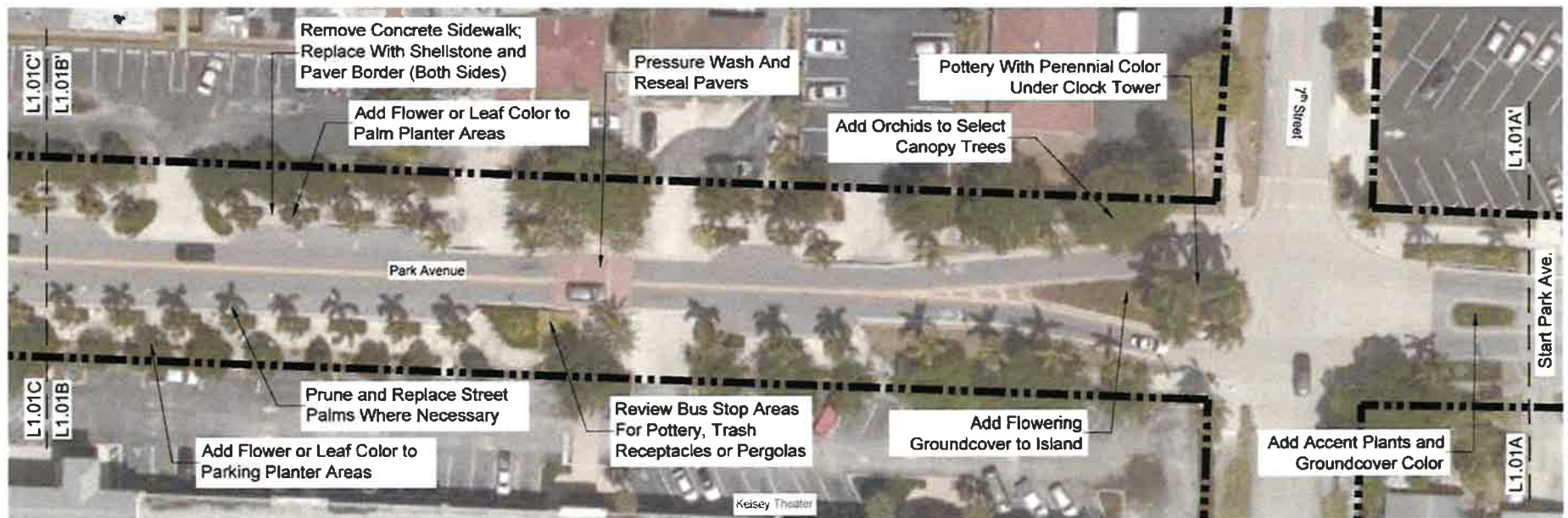
# LOCATION, GOALS, AND OBJECTIVES



## Goals and Objectives

- 1) Create a complete streetscape environment to make the street network livable and safer for people walking, biking, driving, riding transit, and moving actively with assistive devices.
- 2) Provide for the Health Safety and Welfare of the pedestrian users when interacting with the vehicular traffic both along the street thoroughfare and at designated pedestrian crossings.
- 3) Allow for connectivity with adjacent uses and encourage interaction with commercial properties.
- 4) Prioritize a safe vehicular speed that allows for adequate traffic progress throughout the streetscape.
- 5) Enhance the pedestrian and driving experience along the streetscape through the use of landscape and hardscape elements.
- 6) Update and enhance the pedestrian and vehicular pavement systems through the use of decorative concrete and specialty unit pavers.
- 7) Create an attractive streetscape environment that provides layered amenities through the use of site appurtenances such as raised planters, bench seating pergolas for shade, water fountains, trash receptacles and landscape lighting.
- 8) Update the existing landscape to provide visual interest and year round color at a minimal maintenance commitment.

# CONCEPTUAL STREETSCAPE PLAN

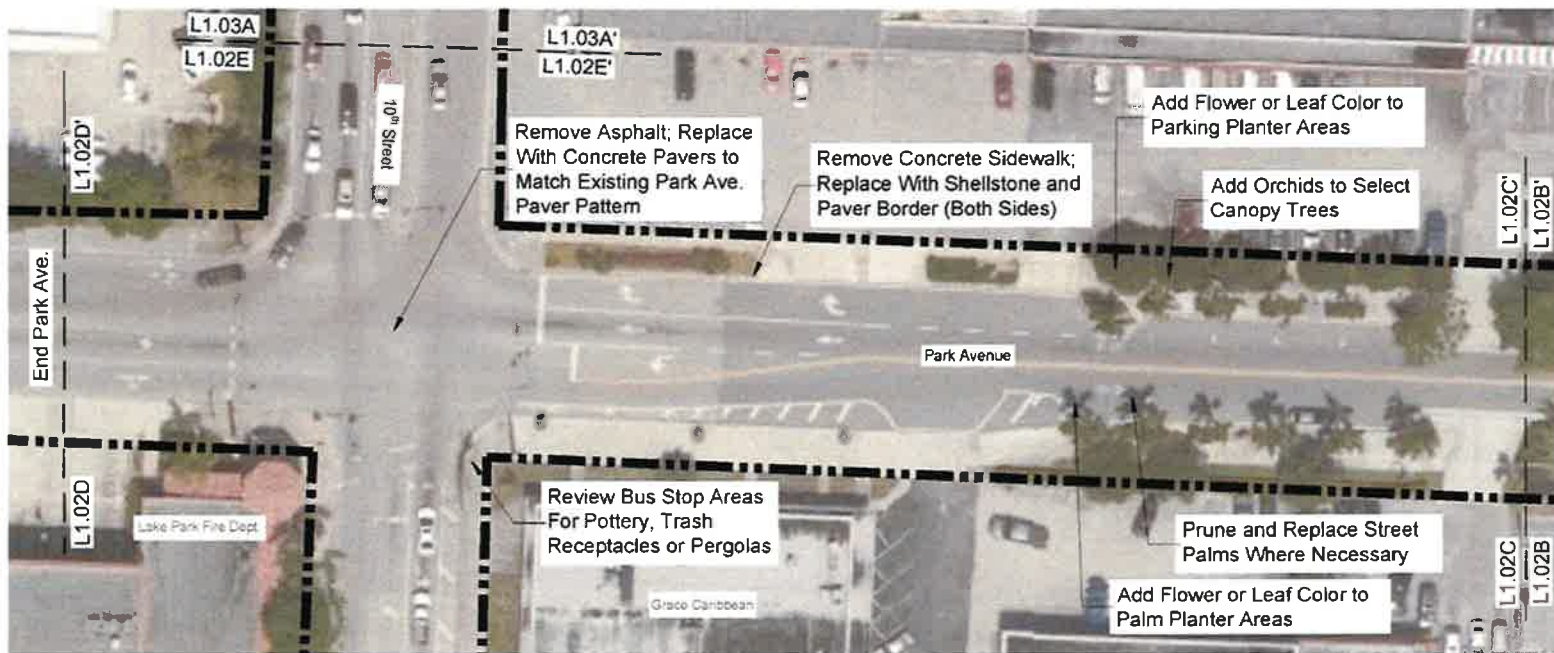


PLANTING LAYOUT A-A' - B-B'  
PLAN



L1.01

# CONCEPTUAL STREETSCAPE PLAN

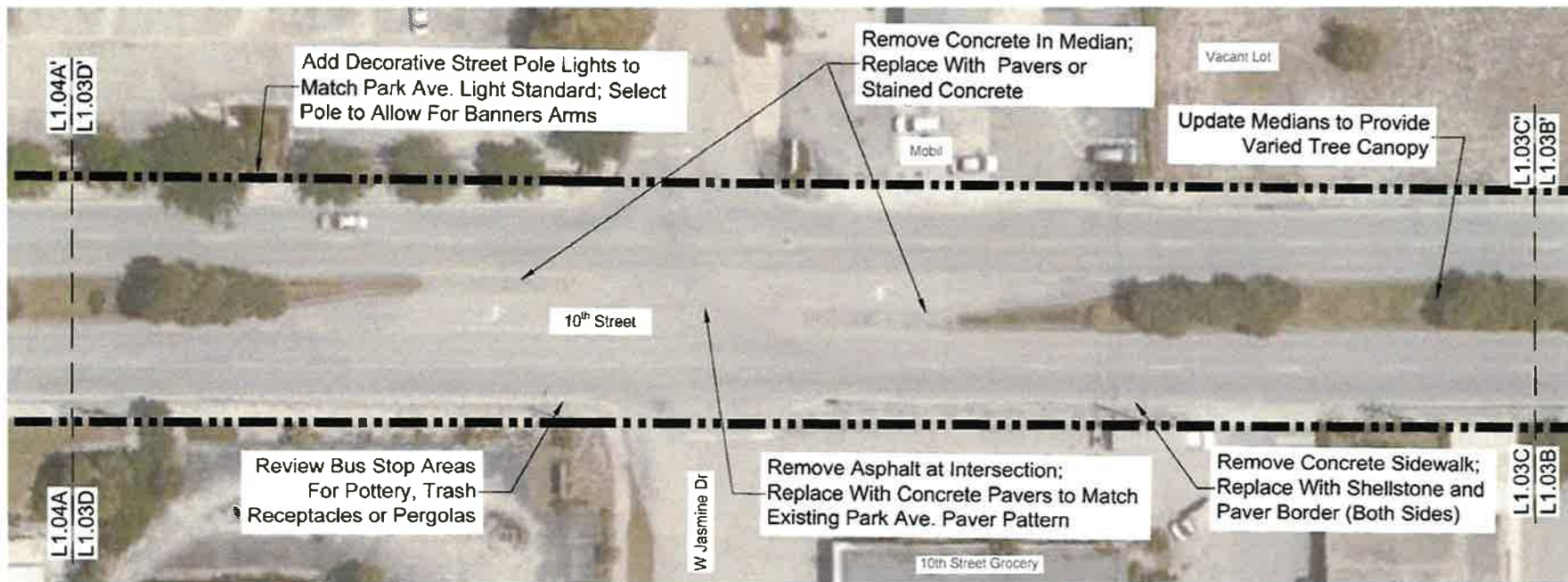


PLANTING LAYOUT C-C' - D-D'  
PLAN SCALE 1" = 20'



L1.02

# CONCEPTUAL STREETSCAPE PLAN



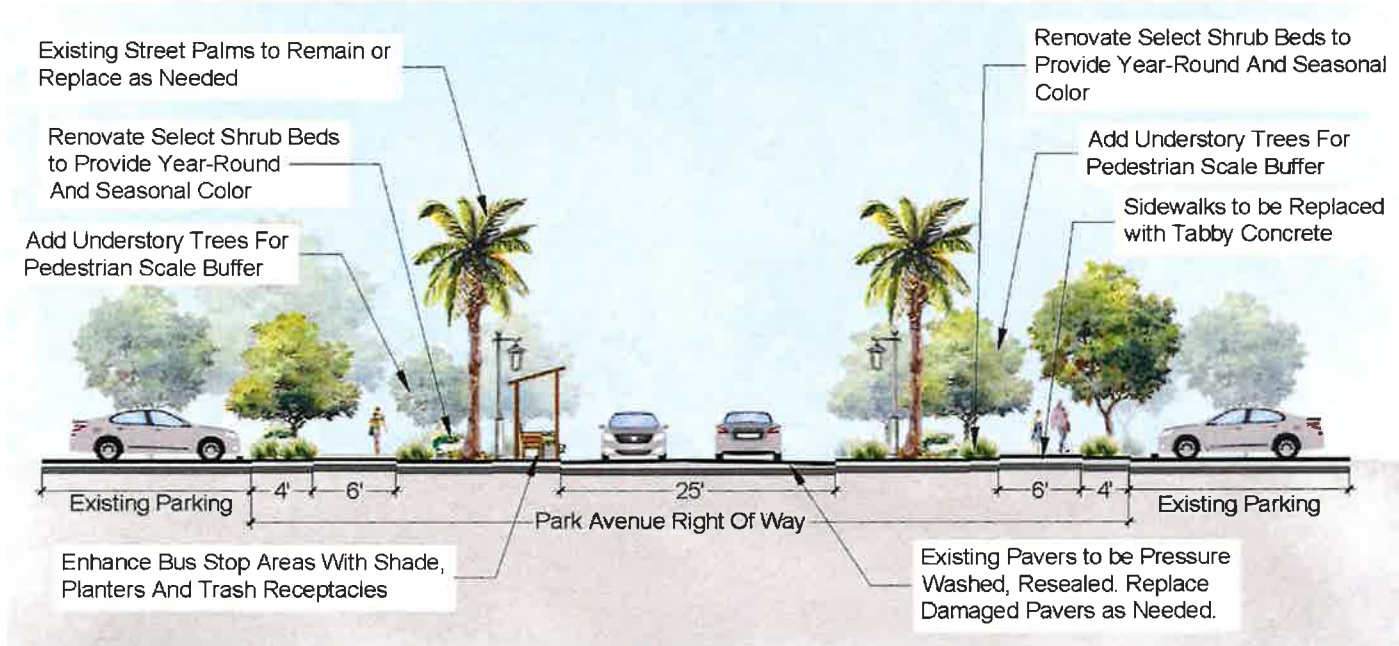
PLANTING LAYOUT C-C' - D-D'  
PLAN SCALE 1" = 20'



L1.03

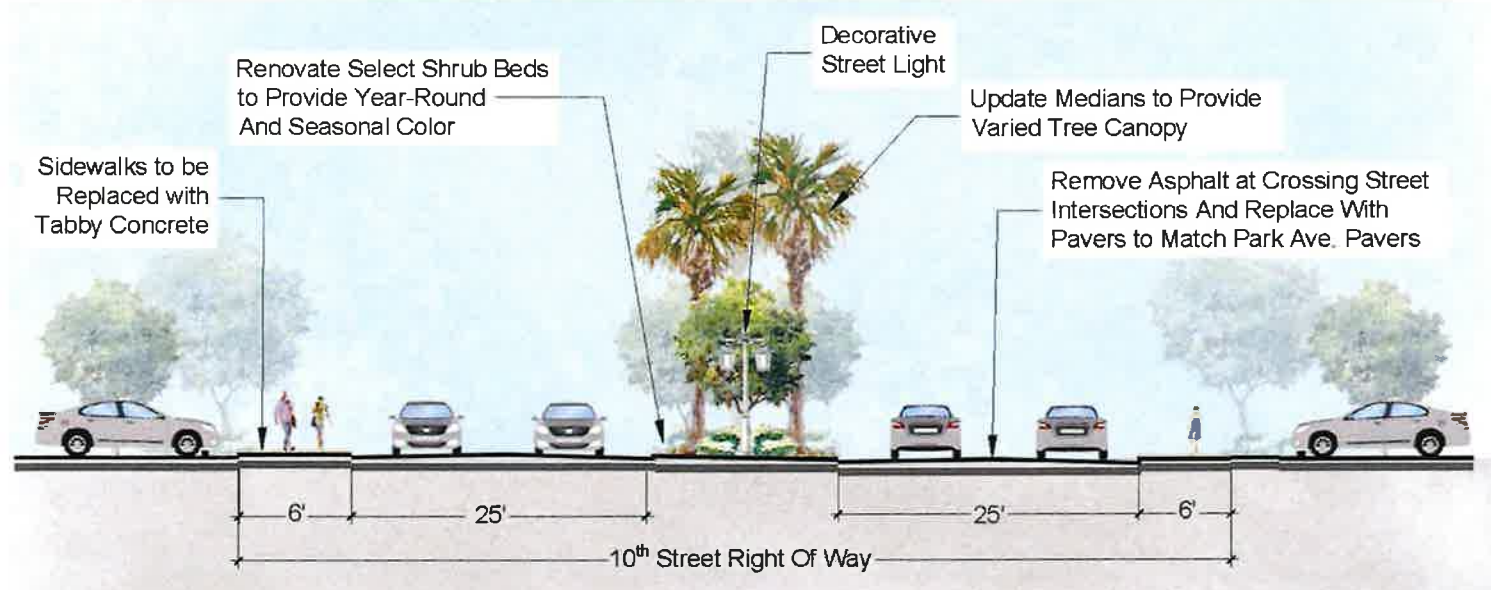


# CONCEPTUAL STREETSCAPE TYPICAL SECTION



**PARK AVENUE TYPICAL SECTION**  
 PLAN NTS

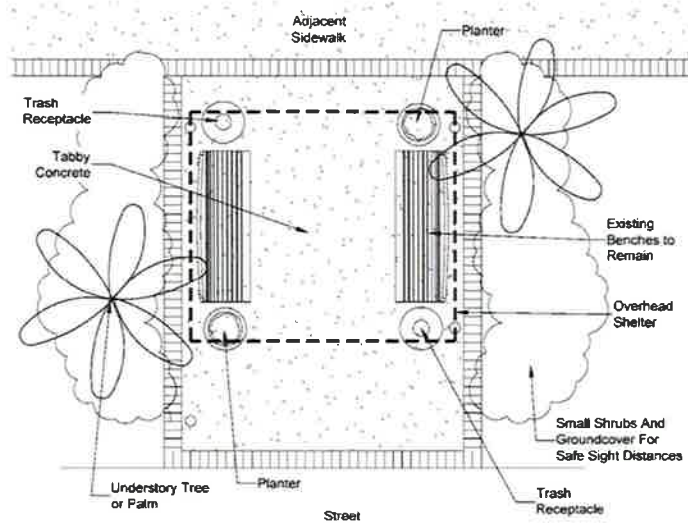
# CONCEPTUAL STREETScape TYPICAL SECTION



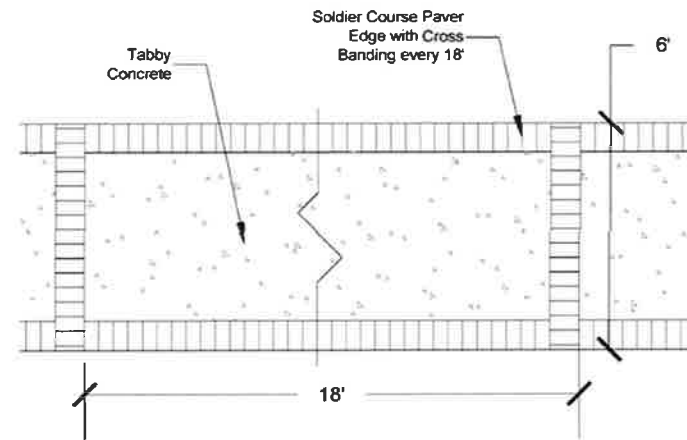
10TH STREET TYPICAL SECTION  
PLAN NTS



# CONCEPTUAL STREETScape DETAILS AND SPECIFICATIONS



BUS STOP DETAIL  
PLAN NTS



SIDEWALK PAVING DETAIL  
PLAN NTS

# PROPOSED STREET-SCAPE ENHANCEMENTS

**Park Avenue** (from 7<sup>th</sup> to 10<sup>th</sup> Street North)

**10<sup>th</sup> Street** (from Park Avenue to Northern Drive)

## DESCRIPTION OF ENHANCEMENT

## LEVEL OF INTEREST

### Safety Improvements and Hardscape Enhancements:

	Very High	Some What	Neutral	Very Low	None
1) REPLACE CONCRETE SIDEWALKS WITH DECORATIVE PAVERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) UP-GRADE BUS STOP AREAS W/ TRASH CANS / PLANT POTTERY / PERGOLAS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) ADD PAVER ACCENTS TO INTERSECTIONS ALONG 10 <sup>TH</sup> STREET	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) ADD PAVER PEDESTRIAN CROSSWALK AT LOCATIONS ON 10TH STREET	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) ADD DECORATIVE LIGHT POLES ALONG 10 <sup>TH</sup> STREET (To Match Park Avenue)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Landscape Improvements:

	Very High	Some What	Neutral	Very Low	None
6) ADD STREET-SIDE COLORFUL PLANT & FLOWER GROUND COVER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) ADD ACCENT PLANT GROUND COVER AT STREET LANDSCAPE ISLANDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) ENHANCE TREES ALONG 10 <sup>TH</sup> AVENUE ( New Understory Trees and Palms)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9) ENHANCE BUS STOP AREAS BY ADDING POTTERY AND/OR PERGOLAS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Other Comments:

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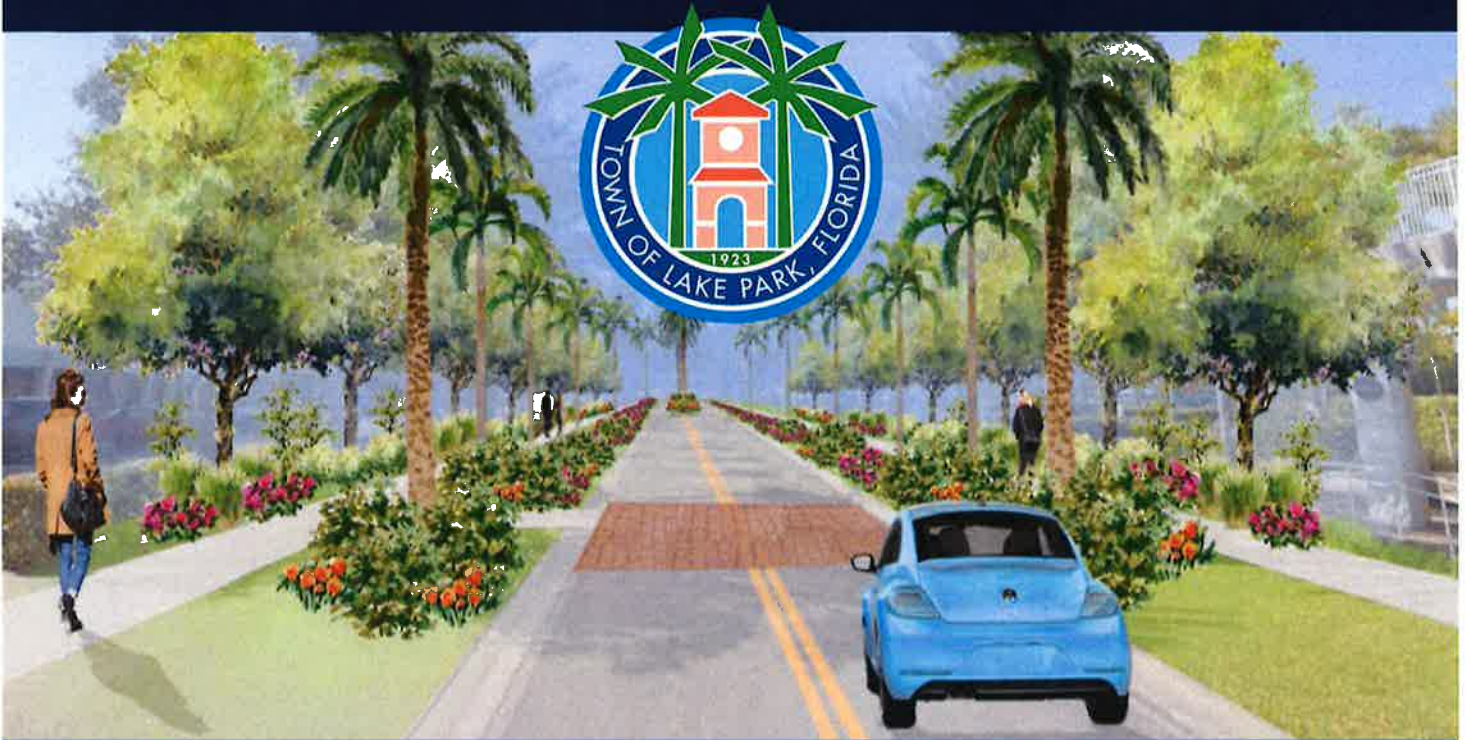


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**COME JOIN US & PROVIDE YOUR INPUT!**



## **WHAT**

## **PUBLIC WORKSHOP**

The Town of Lake Park is interested in implementing a new design for the landscape/streetscape of Park Avenue and 10th Street. We would like to obtain input from the general public and other stakeholders regarding the design options.

## **WHERE**

## **TOWN HALL**

Commission Chambers  
535 Park Avenue  
Lake Park, FL 33403



## **WHEN**

## **MONDAY**

January 24, 2022  
6:30 PM - 8:00 PM

For more information please contact the Public Works Department at 561-881-3345 or [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)

# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 16, 2022**

**Agenda Item No.**

**Agenda Title: January 26, 2022 Special Call Commission Private Session 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:** 2-2-22

*Vivian Mendez, Town Clerk, MMC*  
**Name/Title**

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Minutes</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 ____ <b>Please initial one.</b>

**Recommended Motion:** I move to approve the January 26, 2022 Special Call Commission Private Session Meeting Minutes.



**Minutes**  
**Town of Lake Park, Florida**  
**Special Call Commission Private Session**  
**Wednesday, January 26, 2022 7:00 P.M.**  
**Town Hall Commission Chamber**  
**535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Special Call Private Session on Wednesday, January 26, 2022 at 7:00 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners, Erin Flaherty, John Linden and Roger Michaud, Town Manager John D'Agostino, Town Attorney Thomas Baird, and Town Clerk Vivian Mendez.

**PRIVATE MEETING TO DISCUSS UNSOLICITED PROPOSALS.**

Please be advised that during the Special Call Commission Meeting of the Lake Park Town Commission, it will hold a private session in accordance with Section 255.065(15)(d)1., Fla. Stat. to discuss the proposals for a public private partnership (P-3) Qualifying Project involving the potential redevelopment of the Lake Park Harbor Marina. The Town Commission will convene the Special Call meeting in the Commission Chamber of Town Hall and then move into the Mirror Ballroom for the private meeting on **Wednesday, January 26, 2022** which begins at **7:00 p.m.** at 535 Park Avenue, Lake Park, Florida. The Commission will recess its meeting to hold this private meeting. The private session of the Commission is anticipated to last one hour. At the conclusion of this private session, the Commission will re-convene its meeting.

It is expected that the private meeting will be attended by: Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin T. Flaherty, John Linden and Roger Michaud, as well as Town Attorney, Thomas J. Baird, Town Manager John D 'Agostino and the Town's P-3 consultant Don Delaney to discuss the unsolicited proposals received by the Town for the redevelopment of the Lake Park Harbor Marina. The private session of the Commission is anticipated to last at least one hour. Also, be advised that at the conclusion of this private session, the Commission will re-convene in the Commission chambers to adjourn the session.

Mayor O'Rourke read the above referenced notice into the record and the Commission recess the Special Call meeting at 7:05 p.m. The Commission reconvened at 8:32 p.m.

**ADJOURNMENT**

There being no further business to come before the Commission and by unanimous vote, the meeting adjourned at 8:33 p.m.

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

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

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2021

# TAB 3



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 16, 2022**

**Agenda Item No.**

**Agenda Title: January 29, 2022 Public Workshop Community Redevelopment Agency Master Plan Minutes.**

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

**Approved by Town Manager** *[Signature]* **Date:** 2-4-22

*Vivian Mendez, Town Clerk, MMC*  
 Name/Title

<b>Originating Department:</b>  <b>Town Clerk</b>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Minutes</b> <b>Presentation</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 ____ <b>Please initial one.</b>

**Recommended Motion:** I move to approve the January 29, 2022 Public Workshop Community Redevelopment Agency Master Plan minutes.





**Minutes  
Town of Lake Park, Florida  
Public Workshop  
Community Redevelopment Agency (CRA)  
Master Plan  
Saturday, January 29, 2022  
10:00 a.m.; 12:00 p.m. and 2:00 p.m.  
Town Hall Commission Chamber,  
535 Park Avenue, Lake Park, Florida 33403**

The Public Workshop to discuss the Community Redevelopment Agency (CRA) Master Plan was held on Saturday, January 29, 2022, at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, Town Manager John D'Agostino, Town Planner Anders Viane, Town Planner Karen Golonka and Town Clerk Vivian Mendez.

Town Manager D'Agostino welcomed everyone to the workshop and introduced the elected officials, who were sitting in the audience. He explained the purpose of the workshop was to discuss how to improve the CRA. He explained the process in which CRA's acquire funding through Tax Increment Financing (TIF).

Mr. Kevin Crowder of Business Flare introduced himself and his staff. He presented to the audience Exhibit "A"). The audience went into smaller groups at the back of the Commission Chamber to share ideas to improve the CRA. This session adjourned at 11:00 a.m.

12:00 p.m. Business Flare received ideas from members of the public to improve the CRA. This session took place in the back of the Commission Chamber. This session adjourned at 1:30 p.m.

2:00 p.m. Business Flare received ideas from member of the public to improve the CRA. This session took place in the back of the Commission Chamber. This session adjourned at 3:00 p.m.

**ADJOURNMENT**

There being no further business to discuss; the meeting adjourned at 3:00 p.m.

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

Town Seal

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

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

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Town of Lake Park CRA

# Public Workshop

*January 29, 2022*



BUSINESS  
FLARE

# Top Ten (10) Reasons for a CRA



Remove Slum & Blight



Create Clean and Safe Places



Prevent Crime



Encourage Economic Development



Build or Enhance Affordable Housing



Fund Streetscape and other Capital Improvements



Preserve Historic Buildings/Resources



Retain and Recruit Business



Enhance Parks and Recreation

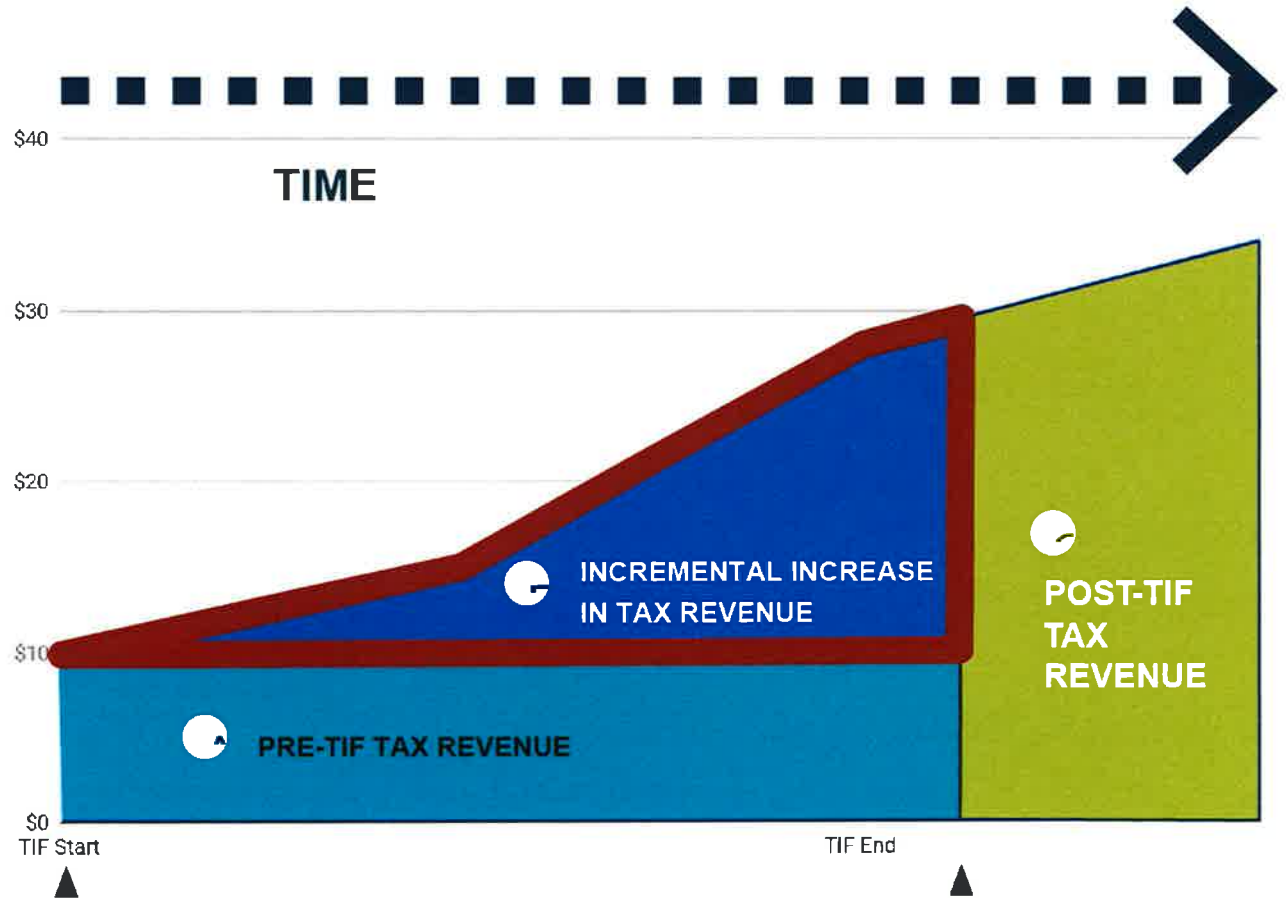


Increase the Tax Base of the CRA District

# The Community Redevelopment Plan is the Blueprint for CRA Activities



# What is Tax Increment Financing?



# How Can the Funds be Spent?

Economic  
Development/  
Business  
Incentives

Streetscape/  
Capital  
Improvements

Affordable  
Housing within  
the Area

CRA  
Administration  
and Programs

# What Redevelopment is Not?

- A new tax
- Outside the CRA area
- Eminent domain for redevelopment
- Grants or donations to non-profits generally except by contract and in the plan
- Maintenance normally done by city or county Comprehensive planning, zoning or land use regulation



# Successful CRAs

- Vision
- Leadership
- Plan the work, then work the plan
- Community support and trust
- Patience and the “guts” to stick with it
- Wisdom to evolve and embrace the next opportunity





# Good Ideas

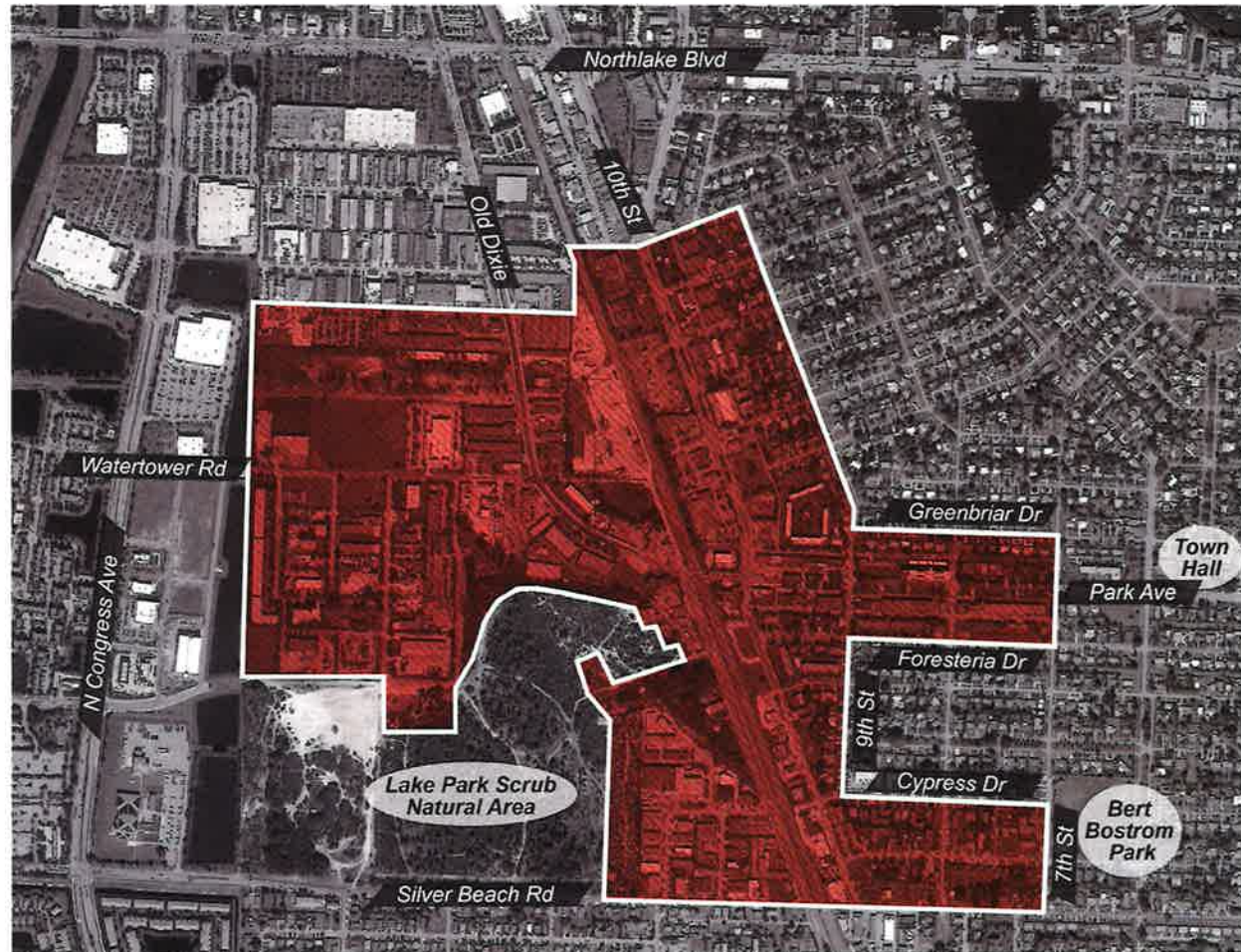
Be realistic about what can be accomplished, but...be bold in setting goals



# Overview

## Lake Park CRA

- Park Avenue Downtown
- Industrial Areas
- 10<sup>th</sup> Street Corridor (FEC)



**Thank you!**

**Give Us  
Your Input**

# Next Steps

- **Today's Public Workshop**
- CRA Special Call  
Presentation – February 16
- Planning Board  
Presentation – April 4
- Commission Meeting – April  
20

Community Feedback

# (6) Investment Drivers

BUSINESS **FLARE**<sup>®</sup>  
Investment Drivers<sup>™</sup>



BUSINESS **FLARE**<sup>®</sup>  
Opportunity Areas<sup>™</sup>

Community Feedback

# Opportunity Areas



Community Feedback

**Economic  
Development  
Values**

BUSINESS **FLARE**<sup>®</sup>  
Economic Development Values

***CERTAINTY***

***CREDIBILITY***



***INFORMATION***



BUSINESS **FLARE**<sup>®</sup>

Success Factors



Community Feedback

# Success Factors

ECONOMIC  
FEASIBILITY

REGULATORY  
EFFICIENCY

IDENTITY  
& BRAND





# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 16, 2022**

**Agenda Item No.**

**Agenda Title: February 2, 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:** 2-4-22

*Vivian Mendez, Town Clerk, MMC*  
 \_\_\_\_\_  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	Costs: \$ 0.00 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 ____ <b>Please initial one.</b>

**Recommended Motion:** I move to approve the February 2, 2022 Regular Commission Meeting Minutes.



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, February 2, 2022 6:30 P.M.**  
**Town Hall Commission Chamber,**  
**535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 2, 2022 at 6:30 p.m. Present were Mayor O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John D'Agostino, Town Attorney Joanne O'Connor, and Town Clerk Vivian Mendez.

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

**SPECIAL PRESENTATION/REPORT:**

**1. ICMA 20-Years of Service Certificate to Bambi McKibbon-Turner.**

Town Manager D'Agostino explained the item. Mayor O'Rourke read the presentation (see Exhibit "A"). Assistant Town Manager/Human Resources Director Turner thanked the Commission, the Town Manager, staff and the community for this honor.

**CONSENT AGENDA**

**2. January 19, 2022 Regular Commission Meeting Minutes.**

**Tab 2**

**3. Request to Authorize the Town Manager to Accept a Proposal from C.R. Dunn, Inc., to Provide Labor, Materials and Equipment required to Upgrade of the Electrical Lighting at the Lake Shore Park Tennis Courts, per Pricing and Terms of the City of West Palm Beach Contract Number 20002.014 (Cooperative Purchase).**

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

Vote on Motion:

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

Motion passed 5-0.

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

**PUBLIC HEARING – ORDINANCE ON SECOND READING:**      **None**

**NEW BUSINESS:**

**4. Resolution 03-02-22 Fiscal Year 2021/2022 Budget Adjustments.**

Town Manager D’Agostino explained the item (see Exhibit “B”). Vice-Mayor Glas-Castro asked what the American Rescue Plan Act (ARPA) Funds for \$138,015 were being used for. Finance Director Lourdes Cariseo stated that it was used to fund the work being done at the Marina.

**Motion: Commissioner Michaud moved to approve Resolution 03-02-22; Commissioner Flaherty seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**Public Comment:**

1) Judith Thomas announced her candidacy for Town Commissioner. She explained that she would like to organize a 5-K Run/Walk to coincide with next year’s Centennial Celebration. She explained that she has submitted a Special Events application to conduct the 5-K Run/Walk this April, as a dry run. If the event were successful, she suggested that it become an annually event.

2) Dianne Sophinos announced that a bike-ride to visit the historical building in Town would take place on Tuesday, March 15, 2022 beginning at 10:00 a.m. until noon. The bike-ride would begin at Town Hall and they would end the bike-ride at the Evergreen House. Lake Park Historical Society President L.J. Parker would be at the Evergreen House to provide historical knowledge of the Town to those participating. She invited the Commission to join them.

3) Chris O’Brien expressed his frustrations with the Town’s permitting process for his development project. He stated that there has been no response to his appeal filed with the Town Clerk. Mayor O’Rourke explained that he did not provide the Town Clerk with the documents because this was a matter regarding Code Enforcement and Compliance process. He explained that the project might come before the Commission in the future, but it was not before the Commission at this meeting. He explained that for those reasons the documents have not been provide to the Town Clerk. Mr. O’Brien continued to explain his frustrations with the Community Development Department and the permitting process.

4) James Sullivan explained that there was a virus affecting grass throughout the Town. He suggested using Bluegrass (also known as Poaceae or Poa) instead of artificial grass.

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

**Town Attorney O'Connor** requested an Attorney-Client Session to discuss the litigation between the Town and Palm Beach County for the next Regular Commission meeting evening.

**Motion: Commissioner Michaud moved to schedule an Attorney-Client session for the next Regular Commission meeting evening; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**Town Manager D'Agostino** see Exhibit "C".

**Commissioner Linden** had no comments.

**Commissioner Michaud** had no comments.

**Commissioner Flaherty** had no comments.

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

**Mayor O'Rourke** wished everyone a Happy Valentine's Day.

**COMMISSION WILL NOW RECESS THE COMMISSION MEETING AND GO INTO AN EXECUTIVE SESSION.**

The Town Commission for the Town of Lake Park will have an Executive Session pursuant to Florida Statute 447.605(1) in the Town Hall Mirror Ballroom. Those in attendance shall be: Mayor Michael O'Rourke; Vice-Mayor Kimberly Glas-Castro; Commissioners Erin Flaherty; John Linden; and Roger Michaud; also in attendance will be Town Manager John D'Agostino; Assistant Town Manager/Human Resources Director Bambi McKibbon-Turner, Public Works Director Roberto Travieso and Attorney Thomas Baird for the purposes to discuss collective bargaining of the Federation of Public Employees, A Division of National Federation of Public and Private Employees (AFL-CIO).

**AFTER THE EXECUTIVE SESSION THE COMMISSION WILL RECONVENE THE COMMISSION MEETING.**

Recessed: 7:32 p.m.

Reconvened: 8:17 p.m.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Glas-Castro and seconded by Commissioner Michaud, and by unanimous vote, the meeting adjourned at 8:17 p.m.

---

Mayor Michael O'Rourke

---

Town Clerk, Vivian Mendez, MMC

Town Seal

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



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 2, 2022

Agenda Item No.

Agenda Title: ICMA 20 Years of Service Award to Bambi McKibbon-Turner

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

Approved by Town Manager  Date: 1-26-22

John O. D'Agostino, Town Manager

Name/Title

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

**Summary Explanation/Background:**

At the 107<sup>th</sup> Annual ICMA Conference in Portland, Oregon Bambi McKibbon-Turner was awarded for her twenty years of service by the ICMA organization. Tonight's presentation recognizes Bambi McKibbon-Turner for her outstanding contributions to the organizations she was involved with as much as her twenty years of service to the Lake Park community.

Congratulations to Bambi McKibbon-Turner for reaching her milestone of public service.

**Recommended Motion:** No motion is necessary.

**Talking Points for Presentation to Bambi McKibbon-Turner****20 years of Service Award from ICMA**

- Bambi McKibbon-Turner is a native of Columbus Ohio.
- Bambi McKibbon-Turner started her public service career working for Congressman Don Pease for thirteen years until his retirement.
- Bambi McKibbon-Turner is celebrating twenty years with the Town of Lake Park.
- Bambi McKibbon-Turner holds a Bachelor of Arts in Human Services and Master of Science in Community Economic Development and a Master Certificate in Human Resource Management.
- An accomplished ballroom dancer, she is the loving mother of one son and two daughters.
- In 2000, Bambi McKibbon-Turner owned JCAA Enterprises, a consulting firm and has been an indispensable part of the Lake Park Family of Public Employees.
- Bambi McKibbon-Turner served as the Mission Education Chair for the American Cancer Society's Relay for Life; Treasurer and Board of Director of the Housing Services of Palm Beach County; Public Relations Chairperson and Charter member of the Lake Park Kiwanis Club and New Hampshire College Alumni Association member.
- Bambi McKibbon-Turner is a member of the Palm Beach County City and County Manager's Association, the Palm Beach County League of Cities and the Florida League of Cities.
- At home with Bambi McKibbon-Turner is her two beloved cats who she spoils beyond anyone's imagination.
- On behalf of the Town of Lake Park and Mayor O'Rourke, the entire town staff wish to congratulate Bambi McKibbon-Turner on twenty years of service to the International County Manager's Association (ICMA) organization and for her devoted service to the Town of Lake Park.





Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 2/2/2022 Agenda Item No.

Agenda Title: FISCAL YEAR END 2021/2022 BUDGET ADJUSTMENTS

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

Approved by Town Manager [Signature] Date: 1-26-22

Lourdes Cariseo Finance Director  
Name/Title

<b>Originating Department:</b>  <b>FINANCE</b>	Costs: Budget Adjustments Funding Source: <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	<b>Attachments:</b> <b>Resolution, Attachment "A"</b> <b>Carryforward Budget Adj,</b> <b>Attachment "B"</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>LC</u> <b>Please initial one.</b>

Summary Explanation/Background:

Fiscal Year End 2021/2022 is being amended to include additional revenue and expenditures. The adjustments are attached. The General Fund has a total budget increase of \$ 52,444 to Revenue and Expenditures. Streets & Roads has a total budget increase of \$16,485 to Revenue and Expenditures. The Marina Fund has a total budget increase of \$157,478 to Revenue and Expenditures. The Stormwater Fund has a total budget increase of \$99,740 to Revenue and Expenditures. The Special Projects Fund has a total budget increase of \$2,621,158 to Revenue and Expenditures. The Sanitation Fund has a total budget decrease of \$ 7,566 to Revenue and Expenditures.

This fiscal year resolution creates the budget adjustments needed.

Recommended Motion:

I move to adopt Resolution 03 02-21.

The staff recommends adjusting the following revenue/expenditure items:

**RESOLUTION NO. 03-02-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2021-2022 AS PREVIOUSLY ADOPTED BY RESOLUTION NO. 58-09-21; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

**WHEREAS**, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2021 and ending September 30, 2022; and

**WHEREAS**, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

**WHEREAS**, to implement this budget, the Town Commission adopted and levied by Resolution No. 57-09-21 a final millage rate for the Fiscal Year 2021-2022; and

**WHEREAS**, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2021-2022, which was adopted by Resolution No. 58-09-21.

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

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

**Section 2.** An amended budget of the Town of Lake Park General Fund is hereby approved and adopted as set forth in the attached Attachment "B". An amended budget of the Town of Lake Park Marina Fund is hereby approved and adopted as set forth in the attached Attachment "B". An amended budget for the Town of Lake Park Sanitation Fund is hereby approved and adopted as set forth in the attached Attachment "B". An amended budget for the Town of Lake Park Stormwater Fund, Special Fund and Streets and Road Funds are hereby approved and adopted as set forth in the attached Attachment "B".

**Section 3.** The Annual Budget establishes limitations on expenditures by fund and by department within funds, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted resolution effecting such amendment or transfer. However, specific activity and department amounts may be exceeded upon authorization of the Town Manager so long as excesses exist in other activities within said fund budget. Notwithstanding the forgoing, the Town Commission shall approve by resolution the transfer of all appropriations in excess of \$10,000 and all transfers from the Town's Unassigned Fund Balance Account or the Town's Contingency Account.

**Section 4.** If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5.** This resolution shall take effect immediately upon adoption.

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


	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>  /  </u>	<u>  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>  /  </u>	<u>  </u>
COMMISSIONER ERIN FLAHERTY	<u>  /  </u>	<u>  </u>
COMMISSIONER JOHN LINDEN	<u>  /  </u>	<u>  </u>
COMMISSIONER ROGER MICHAUD	<u>  /  </u>	<u>  </u>

The Town Commission thereupon declared the foregoing Resolution No. 03-02-22 duly passed and adopted this 2 day of February, 2022.


TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



# TOWN OF LAKE PARK

**BUDGET ADJUSTMENT**

**Adjustment No.: #3-2022**

**DEPARTMENT: Re-encumbered at year end**

**DATE: 2/2/2022**

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	FROM	TO
Professional Services	001-51-512-106-31000		\$52,444.00
Balance Brought Forward	001-399.999		\$52,444.00
Professional Services	190-54-541-190-31000		\$16,485.00
Balance Brought Forward	190-399.999		\$16,485.00
Equipment Leases	401-57-579-800-44200		\$420.00
Repairs & Maintenance	40-57-579-800-46000		\$5,954.00
Hurricane Irma	401-57-579-800-46500		\$11,985.00
Photocopying	401-57-579-800-47100		\$1,104.00
American Rescue Plan Exp	401-57-579-800-52700		\$138,015.00
Balance Brought Forward	401-399.999		\$157,478.00
Professional Services	402-53-538-402-31000		\$8,710.00
Contractual Services	402-53-538-402-34000		\$4,800.00
Repairs & Maintenance	402-53-538-402-46000		\$9,950.00
Improvements - Drainage	402-53-538-402-63010		\$76,280.00
Balance Brought Forward	402-399.999		\$99,740.00
PBC Discretionary Surtax Projects	301-52-521-301-63100		\$197,441.00
Lake Shore Dr-Line Item Appropriation	301-52-521-301-63286		\$2,401,282.00
Grant CDBG FY2020-21	301-52-521-301-63823		\$22,435.00
Balance Brought Forward	301-399.999		\$2,621,158.00
Repairs & Maintenance	404-53-534-404-46000		\$267.00
Vehicle Parts & Supplies	404-53-534-404-46300		\$7,299.00
Balance Brought Forward	404-399.999		\$7,566.00

TOTAL 

\$0.00	\$2,954,871.00
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**Explanation:**

General Fund - Carryforward unspent funds from PO 56263 for Town Clerk Scanning

Streets & Roads - Re-encumber open PO 56252 at 9/30/21 fro Susan O'Rourke

Marina - Re-encumber open PO's 56208-Canon, 56198-Dedicated IT,

56220-Grainger, 56253 Custom Built Marina

Stormwater - Re-encumber open PO's 56273, 56270, 56274, 56181 Water Resources

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Management Association

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Special Projects - Re-encumber PO's 56124-Baxter Woodman, 56203-West

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Construction, 56234-PBC Lambda Rail, 56264-Continental Computers,

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56218-Foster Marine, 56271 - Calvin Giordano

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**APPROVALS:**

Commission: \_\_\_\_\_

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



## TOWN MANAGER COMMENTS

*Exhibit "C"*

## TOWN COMMISSION MEETING Wednesday, February 2, 2022

### GRANT AWARD

The Town has been awarded a grant of \$553,758 through the Resilient Florida Program. The project funded through this grant entails the strategic placement of roadside bioswales along 2nd Street by Foresteria Drive and Evergreen Drive, where flooding has been documented. Through this project, bioswales will trap rainfall where it occurs, filter the runoff and reduce the runoff volume to the Lake Worth Lagoon using green infrastructure.

### TOWN OFFICES TO BE CLOSED IN OBSERVANCE OF PRESIDENTS DAY HOLIDAY

All Town offices will be closed on Monday, February 21 in observance of Presidents Day. Notifications will be posted in advance on social media as well as on the doors of Town Buildings.

### RESIDENTIAL SANITATION SCHEDULE CHANGE

There will be no residential sanitation collection on Monday, February 21, in observance of Presidents Day. Garbage cart and vegetation collection normally scheduled for that day will take place on Tuesday, February 22. The schedule the rest of the week remains unchanged. Sanitation schedule updates will be posted as a reminder for Town residents, as always.

### COMMUNITY DEVELOPMENT DEPARTMENT

#### Larger Projects/Initiatives Updates:

- 810 Water Tower Road - Clean Sweep submitted their master permit for construction in January 2022. Construction value of \$2,123,646.00
- 230 N. Congress – Lake Park Innovation Center submitted their master permit fee for construction in January 2022. Construction value of \$2,491,371.60
- 101 N. Congress – Walmart submitted for structural improvements to the building and for north side improvements to create under air delivery, drop-off and pick-up areas. Construction value of \$1,750,000.

- 705 Date Palm Drive – This property suffered a major fire in 2021 and in January 2022 submitted a permit to build a new home. The eyesore will soon be remedied.
- Mobility Plan and Fee Ordinance – Meetings with the Town Commission will be scheduled prior to the consultant contract moving forward.
- Three proposals were received for the Parks Master Plan RFQ and they have all been evaluated. A selection has been made and this contract is being drafted and is scheduled to come forward to the Commission the 2<sup>nd</sup> meeting in February (barring any additional delays).
- CRA Master Plan work is underway. Business Flare held their kick-off meeting with staff in December 2021 and a schedule of workshops/meetings was created. Meetings with Department Heads have also been conducted. A public workshop series was also held on January 29, 2022. Reminder on the next steps:

**Wednesday, February 16, 2022** (regular TC meeting night) – Special Call CRA Workshop to commence at 6pm (for additional input and presentation of some draft materials)

**Wednesday, March 16, 2022** (regular TC meeting night) – Special Call CRA Workshop to commence at 6pm (for review of draft that includes input from public workshop series and workshop of Feb. 16)

**Monday, April 4, 2022** (regular P&Z/LPA meeting night) – Local Planning Agency at 6:30pm (action meeting on proposal or courtesy presentation – TBD depending on changes proposed by Business Flare)

**Wednesday, April 20, 2022** (regular TC meeting night) – Special Call CRA Meeting to Adopt the Final Revised CRA Plan

- The land development regulations for the C-3 area have been discussed in several meetings between Lake Park and North Palm Beach. North Palm Beach has a large redevelopment on the horizon and they are working with the developer to best structure their LDRs so that they are feasible and market-driven. Since Lake Park also has a project in review, it continues to be very important that any project proposal meet the latest draft of the LDRs. It is anticipated that a joint public meeting between the municipalities will likely be held sometime in April 2022.
- The Code Division within the Community Development Department is still seeking employees (i.e. Code Compliance Officers). The Town filled a 2<sup>nd</sup> position and has 2 remaining vacancies. We will continue to advertise until all positions are filled. The IT Department is also working on the software policies folded into a draft body work cameras policy that has been created. We are hopeful this initiative can also get implemented in the next few months.



- While a townhouse development in the R-2 district is still on hold for various reasons, Staff is still hoping to bring forward changes to the R-2 district that would allow for townhomes to develop on smaller lots in this district, as is intended.
- The Park Avenue Downtown District (PADD) Town Code land development regulations (LDRs) and comprehensive plan amendments are underway. The Comprehensive Plan Amendments are close to being completed and have been accepted by the State. They are moving forward to an adoption hearing on February 16. The draft land development regulations are in legal review and a meeting with staff is scheduled this week. The goal is to move them forward to a Planning & Zoning Board meeting in March 2022, followed by the Town Commission in April 2022.
- Per internal discussions, the Septic to Sanitary Sewer efforts and Parking-related Town Code amendments will be brought forward for discussion and/or presentation in April 2022. The Accessory Dwelling Unit concept (ADUs) will then be revisited later this year after the new parking code is tested and the community is educated.
- Brooklyn Cupcakes is still working on their interior buildout for their unit located in the Coastal Karma plaza on 10<sup>th</sup> Street (they experienced consultant delays). Their temporary space at 1301 10<sup>th</sup> Street (the future Oceana Coffee site) is still being occupied. They hope to transition to their permanent property sometime in April 2022 and will start with some limited operations while their renovations are still ongoing, after which a grand opening will be held later this year.
- Oceana Coffee received site plan approval in December 2021 and is working on their construction plans. They also worked on a revised site plan per their conditions of approval that required them to add Magnolia as a primary access point for their drive-thru. This revised site plan is currently in staff review.
- There are several office/warehouse projects moving forward in various stages. Coston Marine along Watertower continues with their construction and is almost complete. The Congress Business Park PUD, where Spacebox, ALDI, Culvers and others are located, has an office/warehouse project (over 100K SF and 10 units) that was approved a couple of years ago that is in construction. Silver Beach Industrial (371K+ SF) between Silver Beach and the Park Avenue Extension road has commenced construction.
- Community Development staff also met with two separate developers for other parcels within the industrial area. Two additional site plan applications have been recently received:
  - DXD Capital (4 stories, 99,990 SF self-storage facility on Watertower between 13<sup>th</sup> and 14<sup>th</sup> Streets); and

- Dalfen Industrial along the north side of Watertower between Opici and the Collision Center and within the entire brownfield site area, proposing 184,758 SF of office/warehouse and trailer parking.
- Nautilus 220 resubmitted their site plan amendment application to add guest suites and make some additional improvements. This is currently under review. Their master permit for construction pursuant to their original site plan approval is expected to be submitted this month so that vertical construction can commence Summer 2022.
- 754 Park Avenue (Dedicated IT/NOBO) re-initiated construction in mid-January however, they did have an electrical accident onsite and this paused construction. It should be re-initiated soon.
- P3 for the Marina and Interlocal Agreement (ILA) with Palm Beach County updates: Following the Commission's selection of their desired partner, Staff met with County to discuss the Interlocal Agreement. The Town Manager also met with the County Administrator to discuss our desire to pay back the 2.4 million to gain site control of the parcel for future development. Separate P3 negotiations are still ongoing. A presentation to the County is being prepared by CD staff and will be provided to the County in mid-February and will be presented and considered by the PBC Board of County Commissioners at their March 22, 2022 meeting.

## **PUBLIC WORKS DEPARTMENT**

- The Public Works Department is seeking to hire qualified individuals with valid Florida Class B Commercial Drivers Licenses to work as Sanitation Truck Operators. The deadline by which to apply is 5:00 p.m. on February 16, 2022. Those interested in applying 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.
- Work crews began working at multiple locations throughout the Town to repair storm sewer lines. This work should be completed by February 11, 2022. Pedestrians and drivers are asked to please exercise caution while around the work sites and follow temporary traffic control and flag person instructions. For questions, please contact the Department of Public Works at (561) 881-3345 or [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov).
- The Town is pleased to invite the public to a ribbon cutting ceremony to celebrate the completion of the Lake Shore Drive Drainage Project. This landmark, \$5.5 million project, significantly improved water, sewer, and stormwater drainage infrastructure, increased pedestrian and traffic safety, and completely reimagined the landscape on one of our most picturesque streets. The ceremony will take

place at Lake Shore Park, located at 701 Lake Shore Drive, on Thursday, February 24, 2022, beginning at Noon. For questions, please contact the Department of Public Works at (561) 881-3345 or email [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)

## **SPECIAL EVENTS DEPARTMENT**

### **Sunset Celebration:**

Sunset Celebration is scheduled to return on Friday, February 25 from 6:00 pm – 9:00 pm at the Lake Park Harbor Marina featuring Big Vince and the Phat Cats. Town staff met with Gehring Group to discuss their most recent recommendations regarding hosting Town events in light of the Omicron variant. Gehring Group will provide the Special Events Department with language for proper signage regarding current CDC guidelines. The signage will be posted throughout the event along with hand sanitizer dispensers. For more information regarding Sunset Celebration please contact the Special Events Department.

### **Valentine's Day Raffle:**

Register for the Town of Lake Park Valentine's Day Raffle to win an assortment of gifts to share with your special valentine. Registration is free. Five winners will be announced on Wednesday, February 9. For more information please contact the Special Events Department.

## **SEEKING TOWN COMMISSION CONSENSUS**

The Centennial Celebration Committee is anticipated to begin meeting this April (after the March 8<sup>th</sup> municipal election). We have invited the members of this Committee to attend tonight's meeting to hear the discussion. Staff would like to know the following:

1) What day of the week would work best for the Centennial Celebration Committee meetings to take place? We envision these meetings taking place once a month and may increase the amount of meetings as time continues.

The Town Commission Chamber is available on the first and third Tuesday of each month. The Chamber is also available on the second and fourth Thursday of each month. Since the Commission schedules workshops and other related meetings on Wednesday, we would ask that Wednesday not be chosen for these meeting.

2) What time would the meetings begin? Staff is available to assist with any questions.

# SUNSET CELEBRATION

FREE MUSIC CONCERT

FEATURING



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

**FRIDAY, FEBRUARY 25**

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

**LAKE PARK HARBOR MARINA**

**105 LAKE SHORE DRIVE**

**LAKE PARK, FL 33403**

**EVENT WILL FOLLOW  
CURRENT CDC GUIDELINES  
NO OUTSIDE FOOD OR DRINKS**

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





**TOWN OF LAKE PARK**

*Valentine's*  
**Raffle**

**WIN AN ASSORTMENT OF FREE  
VALENTINE'S DAY GIFTS TO SHARE  
WITH YOUR SPECIAL VALENTINE**

---

**5 WINNERS  
WILL BE ANNOUNCED  
ON WEDNESDAY, FEBRUARY 9**

---

**REGISTRATION IS FREE  
PLEASE CONTACT  
THE SPECIAL EVENTS DEPARTMENT  
AT 561-840-0160  
[SPECIALEVENTS@LAKEPARKFLORIDA.GOV](mailto:SPECIALEVENTS@LAKEPARKFLORIDA.GOV)  
REGISTRATION DEADLINE - FEBRUARY 8**



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

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

2/2/22

①

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

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

Name: \_\_\_\_\_

Judith Thomas

Address: \_\_\_\_\_

204 E Jasmine Dr. Lake Park, FL

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

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

D. Public Comment

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

\_\_\_\_\_  
\_\_\_\_\_

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



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

MEETING DATE: 2/2

(2)  
did not  
speak

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

Name: MATT GOFORTH

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: D

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

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



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

3

MEETING DATE: 2/2/2022

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

Name: Dianne SOPHINOS  
Address: 338 BAYBERRY DRIVE

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):  
contacted by Benjamin Smith  
March 15 historic bike ride

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





TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

4

MEETING DATE: 2/2/2022

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

Name: Christopher O'Brien  
Address: 405 Seefeld Dr NE (Crestview)  
If you are interested in receiving Town information through Email, please provide your E-mail address: Cobrien1947@yahoo.com

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

I would like to make comments on the following Non-Agenda Item(s):  
Permitting Process →  
\_\_\_\_\_  
\_\_\_\_\_

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



TOWN OF LAKE PARK  
PUBLIC COMMENT CARD

5

MEETING DATE: 02/02/2020

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

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

Name: JANEY SULLIVAN

Address: 348 FLAGLER BLVD

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):

GRASS VIRUS

\_\_\_\_\_  
\_\_\_\_\_

**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.

# TAB 5



**Town of Lake Park Town Commission**


**Agenda Request Form**

Meeting Date: February 16, 2022


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

**Agenda Title: Resolution Authorizing and Directing the Mayor to Execute a Contract with Baxter & Woodman, Inc., (Contractor), to provide Stormwater Engineering Services, per the Terms and Conditions of the City of West Palm Beach/Contractor Agreement No. 26968 (Cooperative Purchase)**

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

Approved by Town Manager  Date: 2-7-22

Roberto F. Travieso  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Public Works</b></p>	<b>Costs:</b> N/A  <input type="checkbox"/> Finance _____	<b>Attachment 1:</b> - Resolution No. <u>04-02-22</u> <b>Attachment 2:</b> - Proposed draft TOLP/Baxter & Woodman, Inc., cooperative purchase agreement <b>Attachment 3:</b> - City of WPB/Baxter & Woodman Contract No. 26968
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or Not applicable in this case <u></u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town is responsible for maintaining and operating its stormwater drainage system and associated infrastructure and has previously determined that it requires a contractor to provide stormwater engineering services. The proposed cooperative purchase agreement (Attachment 2) will allow the Town to complete several high priority storm water infrastructure projects all under a single, flexible contract that was publicly and competitively solicited by the City of West Palm Beach for Baxter & Woodman, Inc., (Consultant), to provide the municipality with stormwater engineering services (Attachment 3).

The agreement covers an array of items and was awarded by City of West Palm Beach to the lowest responsive and responsible bidder, Consultant, with a three-year term that expires April 30, 2024. The Agreement expiration date may be extended for up to two (2) additional years, upon the mutual option of the City and Consultant.

The Consultant is willing to extend the same advantageous terms and conditions found within the City of West Palm Beach contract to the Town of Lake Park.

Staff envisions utilizing this contract, beginning on February 17, 2022, for the Consultant to complete ongoing stormwater infrastructure engineering designs and plans, conduct an independent review the Town's Stormwater Master Plan (SWMP), and provide consultation on future stormwater projects and flooding mitigation strategies.

Staff recommends approval.

**Recommended Motion:** I move to adopt Resolution No. 04-02-22

**RESOLUTION 04-02-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BAXTER & WOODMAN, INC., FOR THE PROVISION OF STORMWATER ENGINEERING SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contracts with private corporations for services; and

**WHEREAS**, the Town is responsible for maintaining and operating a stormwater drainage system and associated infrastructure within the Town and requires a contractor to provide stormwater engineering services; and

**WHEREAS**, the City of West Palm Beach has previously competitively bid and pursuant to a competitive process awarded a three-year contract to Baxter & Woodman, Inc., (“Contractor”) to provide stormwater engineering services associated with the City of West Palm Beach’s stormwater drainage system and associated infrastructure; and

**WHEREAS**, the Contractor and the City of West Palm Beach have executed contract number 26968, effective from April 30, 2021 through April 30, 2024 for stormwater engineering services; and

**WHEREAS**, the City of West Palm Beach’s bid documents which solicited stormwater engineering services permitted the Contractor to provide these services to other governmental units based upon the same terms, conditions, and pricing, and the City of West Palm Beach’s contract with the Contractor also authorizes this; and

**WHEREAS**, pursuant to the Town’s purchasing procedures, the Town may enter into cooperative purchase contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

**WHEREAS**, the Town Manager recommends that the Commission enter into an agreement with the Contractor whereby the Contractor would provide drainage and

stormwater engineering services based upon the same pricing, terms and conditions that the Contractor agreed to in its contract with the City of West Palm Beach; and

**WHEREAS**, the Contractor has agreed to provide the same services to the Town based upon the same pricing, terms and conditions as set forth in the contract the Contractor entered into with the City of West Palm Beach, contract number 26968.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the contract with the Contractor for the provision of drainage and stormwater engineering services, as set forth in the attached Exhibit “A”, and which is incorporated by reference.

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

**AGREEMENT FOR THE PROVISION OF STORMWATER  
PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT FOR THE PROVISION OF STORMWATER ENGINEERING SERVICES (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Baxter & Woodman, Inc., 8678 Ridgefield Road, Crystal Lake, IL 60012 ("Contractor").

**WITNESSETH THAT**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is responsible for maintaining and operating its stormwater drainage system and associated infrastructure; and

**WHEREAS**, the Town requires a contractor to perform drainage and stormwater engineering services, including but not limited to drainage, stormwater management, planning, modeling, and low impact development; and

**WHEREAS**, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into contracts which are the subject of cooperative purchase agreements whereby another governmental entity has competitively solicited, selected and contracted with a contractor for substantially the same services and pricing as those that are needed by the town; and

**WHEREAS**, the City of West Palm Beach solicited through a competitive solicitation process pursuant to applicable laws, contracted with the Contractor for it to provide engineering services for substantially the same drainage, stormwater management, planning, modeling, and low impact development services as are now sought by the Town; and

**WHEREAS**, on April 30, 2021, the Contractor entered into that certain Agreement Number 26968 with the City of West Palm Beach, whereby it contracted to provide stormwater engineering services associated with the City's drainage and stormwater infrastructure, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

**WHEREAS**, the Town desires to enter into a contract with Contractor in accordance with the pricing, terms, and conditions of the contract the Contractor entered into between the City of West Palm Beach for stormwater engineering professional services.

**NOW THEREFORE**, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:



1. The above stated recitals are true and correct.
2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
  - b. Upon the request of the Town, provide any such public records.
  - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
  - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
  - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of the Agreement with the City of West Palm Beach and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for the Stormwater Engineering Professional Services as are set forth in its agreement executed with City of West Palm Beach on April 30, 2021, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the services to be provided by the Contractor based upon the same terms, pricing and conditions as set forth in the agreement with the City of West Palm Beach.

5. The terms, pricing, and conditions of the agreement with the City of West Palm Beach are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for the mobilization necessary to perform the work for the Town. The mobilization costs shall be reflected in a written supplement to this Agreement which shall be attached hereto prior to its execution.

6. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
7. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Agreement.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

WITNESSES:

Baxter & Woodman, Inc.:

By: *[Signature]*  
Jake Harkey

Printed Name

By: *[Signature]*  
Its: Executive Vice President

Rebecca Travis  
Printed

*[Signature]*  
Kristen Nguyen

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4<sup>th</sup> day of February, 2022 by Rebecca Travis, as Executive Vice President of Baxter & Woodman, Inc., and who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*[Signature]*  
Notary Public, State of Florida

P:\DOCS\26508\00001\DOC\24S8639.DOCX



H

**Continuing Professional Services Agreement  
General Engineering Services**

Contract No. 26968

This Agreement is made by and between the

**CITY OF WEST PALM BEACH**, with an address of P.O. Box 3366, West Palm Beach, FL 33402-3366 (the "City") and

**BAXTER AND WOODMAN, INC.**, an Illinois corporation authorized to do business in the State of Florida, with a principal address of 8678 Ridgefield Road, Crystal Lake, IL 60012, and Federal Tax ID # 36-2845242 (the "Consultant").

Proposal: Consultant submitted its Proposal dated October 9, 2019 (the "Proposal") in response to the Request for Qualifications No. 18-19-405 issued by the City (the "RFQ")

**AREAS OF QUALIFICATION:** Consultant is qualified to provide services in the following areas:

- 105 **Storm Sewer** √ High Cost Threshold  
including but not limited to stormwater management, erosion control, planning, modeling, replacement (open-cut, directional drill, jack & bore, etc.), rehabilitation, and low impact development
- 106 **Water Distribution, Sewer Collection System, and Force Main** √ High Cost Threshold  
including but not limited to design, planning, modeling, condition assessment of various pipe materials (CIP, RCP, PCCP, etc), replacement (open-cut, directional drill, jack & bore, etc.), and rehabilitation
- 107 **Lift and Pump Station Design** √ High Cost Threshold  
including but not limited to condition assessment, replacement, structural analysis, rehabilitation, and sea level rise hardening
- ~~108 **Surveying Services** √ High Cost Threshold  
including Subsurface Utility Exploratory services~~
- 117 **Structural Systems** √ High Cost Threshold  
including but not limited to design, planning, condition assessment, and rehabilitation
- 126 **Construction Management and Inspection** √ High Cost Threshold  
project management, contract administration, material sampling and testing, inspection, compliance verification and other services deemed necessary by the City to ensure that individual projects are constructed in accordance with plans and specification

*High cost threshold projects will have estimated construction costs of \$750,000 to \$4 Million, or studies/reports where the fee will not exceed \$500,000, as otherwise allowed by state law.*

(collectively, the "Areas of Qualification")

## SECTION 1 – SCOPE OF SERVICES

The Consultant agrees to provide to the City engineering and consulting professional services related to the Areas of Qualification listed above.

Professional Services will be rendered in response to periodic written work authorizations issued by the City on an as-needed basis, in accordance with Section 1.10 of this Agreement. Each work authorization will be subject to scope definition and fee negotiation at the established hourly rates. This shall be a continuing services agreement in accordance with Sec. 287.055, Florida Statutes. No assignment, minimum amount of professional service or compensation is guaranteed under this Agreement.

### 1.1 Phases of Professional Services

The services provided under this Agreement ("Professional Services") intended to be compensated by the Fees shall be categorized into the following phases of service, as applicable:

1. Pre-Design Analysis (or Planning/Study/Report) Phase
2. Preliminary Design Phase and Estimated Construction Costs
3. Final Design and Construction Documents Phase and Estimated Construction Costs
4. Permitting Phase
5. Bidding and Negotiation Phase
6. Construction Administration Phase

### 1.2 Pre-Design Analysis (or Planning/Study/Report) Phase

1.2.1 Scope. If the scope of Professional Services includes pre-design analysis or preparation of planning/study/report, unless otherwise provided in the applicable work authorization, the Consultant shall: i) Consult with the City regarding the requirements and budget allocations for the scope of services/Project and review available data; ii) Advise the City as to the necessity of any additional services from other technical professionals; iii) Provide analyses of the City's needs, surveys, site evaluations, environmental assessments, utility locations and comparative studies of solutions; and iv) Provide a general economic analysis of the requirements applicable to various alternatives; and identify any areas of the task that can be properly value-engineered to produce a savings in the Project construction cost.

#### 1.2.2. Deliverables:

(a) *If the scope of Professional Services includes design services:*

- i. Prepare conceptual design criteria with appropriate sketches or exhibits, and identify in a clear manner the considerations involved and the alternative solutions available, as well as Consultant's recommendations (the "Pre-Design Analysis"). The Pre-Design Analysis shall be accompanied by Consultant's preliminary estimate of total construction costs for the Project.

(b) *If the scope of Professional Services includes a Study or Report:* Prepare a report which report shall identify in a clear manner the issue and considerations involved; Consultant's findings; the alternative solutions available, estimated costs, as well as Consultant's recommendations; and shall include appropriate exhibits (the "Study Report").

1.2.3. Presentations. If requested by City, Consultant shall attend meeting(s) with City Commissioners and/or City administration and may be asked to prepare and make presentation of the Study Report or Pre-Design Analysis.

### 1.3 Preliminary Design Phase

1.3.1 Scope. If the scope of Professional Services includes Preliminary Design, unless otherwise provided in the appropriate work authorization, Consultant shall address City's comments to the Pre-Design

Analysis, and shall prepare the preliminary design package. The preliminary design package shall include the following:

- (a) preliminary design drawings (20-30%), including design criteria and sketches or exhibits, including elevations, sections, site plan and additional renderings, showing the scale and relationship of project components.
- (b) outline of technical specifications.
- (c) Estimated Construction Cost, in accordance with Section 5.
- (d) Location map exhibits and renderings
- (e) Survey and existing utilities as-builts
- (f) Utilities coordination documentations
- (g) Environmental documents (if applicable)

(the "Preliminary Design Package").

1.3.2. Deliverable: The Preliminary Design Package for review and comment by the City.

1.3.3. Outreach. If requested, Consultant shall assist the City with any public communication/information program during this phase or any other phase of the project, including neighborhood presentations. Such assistance shall include the development of presentation material and attendance at public meetings.

1.3.4. Presentations. If requested by City, Consultant shall attend meeting(s) with City administration and/or City Commission and may be asked to prepare and make presentation of the Preliminary Design Package and Estimated Construction Cost.

#### 1.4 Final Design – Construction Documents Phase

1.4.1. Scope. If the scope of Professional Services includes design development of construction documents, unless otherwise provided in the applicable work authorization, then on the basis of the accepted Preliminary Design Package and Estimated Construction Cost of the project, the Consultant shall prepare, for attachment to the forthcoming construction contract, final construction drawings identifying and describing the scope, extent and character of the work to be furnished and performed by contractor(s), which comply with all applicable building codes, laws and regulations (the "Final Drawings") and technical specifications for construction of the Project (the "Technical Specifications") at 80%, 90% and 100% completion. The Specifications are to be prepared in conformance with the sixteen division format provided by the Construction Specifications Institute. The Technical specifications shall include a Measurement section for the bid items.

1.4.2. Schedule of bid items. Prepare, for review and acceptance by the City, a proposed schedule of bid items.

1.4.3. Estimated Construction Cost. In accordance with Section 5, modify the Estimated Construction Cost of the project necessitated by the Construction Drawings and Specifications. In the event that the Estimated Construction Cost of the Project, when combined with the total Professional Services Fee and costs; plus any Construction Contingency or allowances established by the City, exceeds the total amount budgeted for the project as established by the City, then the Consultant shall revise and/or redesign the documents to bring the designs back within the budgeted amount, unless the City provides written approval that the Estimated Construction Cost exceeds the project budget. If the reason that the Estimated Construction Cost exceeds the budget is reasonably foreseeable at the time of performing the Professional Services, Consultant shall provide written notification identifying the specific reason to the City immediately upon Consultant determination that the Estimated Construction Cost may exceed the project budget, and in such case, shall await further direction from the City before proceeding further with the Professional Services. If the reason that the Estimated Construction Cost exceeds the budget was reasonably foreseeable at the time of performing the Professional Services, and the Consultant does not notify the City and obtain written approval from the City that the Estimated Construction Cost exceeds the project budget, Consultant shall revise and/or redesign the documents at its own cost and expense to bring the designs back within the budgeted amount.

**1.4.3. Deliverables:**

- (a) 60% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;
- (b) 90% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;
- (c) 100% Construction Drawings, Estimated Construction Cost and draft Technical Specifications in editable electronic format (docx,.xls, dwg, and .pdf) for the review and comments of the City;
- (d) Final signed and sealed sets of final Construction Drawings, Technical Specifications and Estimated Construction Cost in electronic format (the "Construction Drawings and Technical Specifications") along with all supporting calculations; and any associated documents;
- (e) Schedule of bid items;
- (f) Estimated Construction Costs within project budget, unless otherwise accepted in writing by the City.

**1.5 Permitting Phase**

1.5.1 Scope. *If the scope of Professional Services includes permitting, unless otherwise provided in the specific work authorization, then in consultation with the City and on the basis of the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project, Consultant shall prepare all necessary permit applications for submission with the Construction Drawings and Technical Specifications to the regulatory agencies for appropriate permits or other approvals. Consultant shall provide technical criteria, written descriptions and design data for the City's and Consultant's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project. Consultant shall respond to any comments or requests for information from permitting authorities, and assist the City in consultations with appropriate authorities.*

1.5.2. Permits. *In the event that the Construction Drawings and Technical Specifications are not granted the necessary or appropriate permits or other approvals from the appropriate regulatory agencies due to design issues, Consultant shall revise and/or redesign the documents at its own cost and expense to ensure the necessary permits and approvals are granted.*

1.5.3. Permit Fees. *Permit applications fees shall be determined by Consultant and paid by the City.*

**1.6 Construction Bidding and Negotiation Phase**

1.6.1 Scope. *If the scope of Professional Services includes the Construction Bidding and Negotiation Phase, unless otherwise provided in the specific work authorization, then in consultation with City and on the basis of the Construction Drawings and Technical Specifications, Consultant shall review price tabulation sheets and assist the City in evaluating bids or proposals and consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the procurement documents. Consultant will identify any areas of the Project that may be properly value-engineered to produce a savings in the construction cost. Consultant may be required to assist the City's Procurement Division in the preparation of addenda or written clarifications of additional instructions, to interpret, clarify or expand the procurement documents.*

1.6.2. Bidding assistance if requested. *Only if requested as part of the specific work authorization, Consultant may be required to:*

- (a) Participate in any pre-bid conferences or attend the bid opening;
- (b) Assist the City in negotiating proposals for each separate prime contract for construction, materials, equipment and services.

**1.7 Construction Administration Phase**

1.7.1 Scope. *If the scope of Professional Services includes the Construction Administration Phase, unless otherwise provided in the specific work authorization, Consultant shall consult with and advise the City and act as Owner's representative on the Project. Consultant will have limited authority to act on behalf of the City as specifically provided in this Agreement.*

- (a) *Site visits.* Consultant shall conduct site visits in accordance with Section 1.7.2, herein.
- (b) *Meetings.* Consultant shall conduct weekly meetings with the City and contractor(s). Consultant shall be responsible for preparing weekly meeting minutes and distributing them to all in attendance.
- (c) *Interpretations.* Consultant shall issue necessary interpretations and clarifications of the Construction Drawings and Technical Specifications and may issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the work. Change orders shall comply with Section 1.7.3 below.
- (d) *Shop drawings; Samples.* Consultant shall timely review and approve or take other appropriate action with respect to shop drawings, samples, the acceptability of substitute materials and equipment proposed by contractor(s), and other data that the contractor(s) are required to submit to ascertain conformance to the Construction Drawings and Technical Specifications. Consultant shall complete its review of submittals, shop drawings, samples and other data shall be completed so as not to delay the progression of the work or within fourteen (14) calendar days of receipt. The City shall be entitled to rely upon the approval of Consultant that the shop drawings, product data, and samples approved by Consultant conform with the Technical Specifications and design specified in the Construction Drawings, as may be amended. Such reviews and approvals or other action shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- (e) *Testing.* Consultant shall be obliged, in its role as the representative of the City on the project, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals as required by laws, rules, regulations, ordinances, codes, orders or the contract documents to determine that the work complies with the requirements of, and that the results certified indicate compliance with the Technical Specifications.
- (f) *Review of payment applications.* Consultant shall review of applications for payment and the accompanying data and schedules, Consultant shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the Construction Drawings and Technical Specifications subject to (1) an evaluation of such work as a functioning whole prior to or upon substantial completion; (2) the results of any subsequent tests called for in the contract documents and (3) any other qualification reasonably stated in the recommendation(s). With regard to unit price work, Consultant's recommendations of payment shall include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Construction Drawings and Technical Specifications or terms and conditions of the



construction contract for the Project.

- (g) *Documentation review.* Consultant shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates and inspection, tests and approvals, which will be assembled by contractor(s) in accordance with the construction contract. Such review shall be limited to a determination by Consultant that the content of said documents and instruments complies with the construction contract. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with the construction contract. Consultant shall thereafter transmit said documents and instruments to the City with written comments and, if applicable, recommendations regarding same, prior to determination of substantial completion.
- (h) *Substantial Completion Inspection.* Consultant shall conduct substantial completion inspection(s) to develop the "punchlist" and to determine if the work is substantially complete; such inspection to be scheduled within three (3) days of notice of substantial completion. Said punch list shall be prepared and signed by Consultant and the City and delivered to contractor not later than three (3) calendar days after the walkthrough. If necessary, Consultant shall assist in any mediation between City and contractor to develop an agreed punch list.
- (i) *Final Inspection.* Prior to final inspection, Consultant shall prepare and deliver for the final approval and written acceptance of the City "as built" drawings in signed and sealed format acceptable to the City (latest AutoCAD Release) on State Plane Coordinates. Consultant shall conduct a final inspection to determine if the completed work is in compliance with the punch list, "as-built" drawings" and the Construction Drawings, Technical Specifications, and construction contract documents. Within three (3) business days following such determination of compliance by Consultant, Consultant shall recommend in writing final payment to contractor(s) and shall give written notice to City and contractor(s) that the work is acceptable, subject to any conditions expressed in such recommendation.

1.7.2 *Site visits.* Consultant shall visit the construction site at intervals appropriate to the various stages of construction as Consultant deems necessary or as the City requests in order to enable Consultant to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall advise City whether (i) the work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). Consultant shall keep the City informed of the progress of the work in the manner and frequency requested by the City. During such visits and on the basis of such observations, Consultant may disapprove of or reject contractor(s)' work while it is in progress if Consultant believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design of the project as reflected in the Construction Drawings and Technical Specifications. Consultant shall notify the City within twenty-four (24) hours of the discovery of such conditions that stoppage of the work may be necessary to insure the proper execution of the Construction Drawings and Technical Specifications or to protect the public and/or property. Consultant shall sign any Stop Work Notice issued by the City. Consultant shall also have authority to reject all work, materials and equipment which do not conform to the Construction Drawings and Technical Specifications and to decide questions raised by contractor which arise in the execution of the work.

1.7.3 *Change orders.* Consultant shall prepare work change directives and change orders as required or requested by the City. Consultant will provide a response to the contractor and City with respect to a request for change order within a reasonable amount of time after receipt of contractor's notice and all necessary backup information required by Consultant to formulate a response. Consultant will have authority to make minor changes in the work which: (1) do not result in extra cost; and (2) do not extend the timeline for completion of the project, and (3) are not inconsistent with the purpose of the work. Consultant is not authorized to bind the City to changes in contract price or time.

1.7.4. Contractor claims. Consultant will make decisions in writing on all claims of the contractor(s), and on all other matters relating to the execution and progress of the work or the interpretation of the Construction Drawings and Technical Specifications and contract documents. All such decisions of Consultant shall be final. In the event of any unresolved dispute between City and its contractor(s), Consultant may mediate a meeting with City and contractor(s) to resolve the dispute. Notwithstanding the foregoing, Consultant will not be an arbitrator of disputes between City and its contractor(s).

1.7.5 No contractor supervision. Consultant will not, either during site visits or as a result of observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work. Nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, it is understood that Consultant can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents. Consultant shall not be required to make any examination to ascertain how or for what purpose any contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and contractor that might affect the amount that should be paid. The limitations in this section shall not limit the responsibility of Consultant otherwise set forth in this Agreement.

Consultant is NOT authorized to do the following:

- a. Expedite the work for the contractor(s).
- b. Advise the contractor(s) on building techniques or scheduling.
- c. Get involved in disputes or problems between contractor(s) and subcontractor(s).

1.7.6 Deliverables.

- (a) Weekly project meeting minutes;
- (b) Recommendations regarding payment applications;
- (c) Transmittal of maintenance and operating instructions, schedules, guarantees, bonds and certificates and inspection, tests and approvals (assembled by contractor(s)) with written comments and, if applicable, recommendations regarding same;
- (d) Punch list of items to be completed by contractor after substantial completion;
- (e) "As built" drawings in signed and sealed hard copy and an electronic format acceptable to the City (latest AutoCAD Release) on State Plane Coordinates;
- (f) Recommendation of final payment to the contractor(s) and written notice to City that the work is complete and reasonably conforms with the Construction Drawings and Technical Specifications.

1.7.7. Presentation. If requested by City, Consultant shall attend additional City meeting(s) and may be asked to make presentation of the project status or any issues or concerns.

1.8 Requirement for Drawings and Plans

Unless otherwise set forth in the scope of services, plans shall be based on the North American Datum of 1983, 1190 Adjustment and the North American Vertical Datum of 1988. All drawings and plans shall be accurate, legible, complete in design, drawn to scale, and suitable for bidding purposes.

1.9 Non-Exclusive

This is a non-exclusive Agreement and the City may secure similar or identical services from other professionals.

## 1.10 Work Authorizations

1.10.1 No Guarantee. Tasks or assignments will be issued by work authorization. No specific assignment or work authorization nor minimum amount of professional services or compensation will be guaranteed under this Agreement. The award of a contract does not guarantee that the Consultant will receive any assignments in any given year. There is no representation that the type or value of work will be evenly distributed.

1.10.2 Limitations. No work authorization issued under this contract will be valid if the estimated construction cost of the specific project is reasonable estimated to exceed \$4 million. No work authorization issued under this contract will be valid if the specific project is reasonably estimated to be completed after the expiration of this Agreement.

1.10.3 Work Authorization Terms. For each work authorization to be issued under this Agreement, the City shall request Consultant to develop for review by the City:

- (i) a scope of services in accordance with the applicable phases of Professional Services described in Section 1 of this Agreement. Consultant shall describe the Professional Services utilizing the categories established in Section 1 of this Agreement;
- (ii) a detailed estimate of fees and costs based on the hourly rates established in this Agreement;
- (iii) a task/deliverable schedule; and
- (iv) a payment schedule based on deliverables

The City and Consultant may negotiate scope definition, schedule and fees (at the agreed hourly rates) for each work authorization. Upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule and payment schedule, a written work authorization for each task shall be executed by Consultant and City.

1.10.4. No Payment. City shall not be liable to pay for any Professional Services provided without a work authorization which was fully-executed in advance of the performance of Professional Services.

1.10.5 Work authorizations shall expire with the term of this Agreement. Tasks and assignments under work authorizations shall not extend beyond the Agreement expiration.

1.10.6 Rates. The hourly rates effective for each Work Authorization issued under this Agreement are attached as Exhibit A.

1.10.7 Fee Schedule. The fee to be paid by the City to Consultant, for all Professional Services of both Consultant and any of its subcontractors ("Fee") and administrative reimbursements in connection with a work authorization, shall be set forth in a detailed Fee Schedule attached to each specific work authorization issued under this Agreement. The Fee Schedule shall detail estimated hours by position category for each phase of Professional Services along with the hourly rates, based on the rates set forth in Exhibit A. All reimbursable expenses and costs, including administrative expenses, documents production, travel, etc., shall be detailed in the Fee schedule. Fees for work authorizations may be established with an upper limit or "not to exceed" amount and supported by a detailed fee schedule based on the hourly rates attached in Exhibit A. In exceptional circumstances and with justification acceptable to the procurement official, a work authorization may be based upon a fixed (lump sum) provided it is based on the hourly rates attached in Exhibit A and the Consultant provided evidence to support that claim.

1.10.8 The Fee and Fee Schedule for each work authorization shall include all fees or payments that Consultant proposes to pay or make to its subcontractors/vendors under the work authorization.

1.10.9 Form. The form of work authorization acceptable to the City for Consultant's use is attached to this Agreement as Exhibit D.

## **SECTION 2 – COMPLETION SCHEDULE**

### **2.1 Project Schedule**

Consultant agrees to complete its Professional Services and provide the indicated deliverables in accordance with the schedule approved for each work authorization.

### **2.2 Delay**

2.2.1. Consultant's Professional Services shall be timely performed in compliance with the Project schedule or as amended in a writing executed by both parties. If Consultant is delayed at any time in the progress of its Professional Services by any act, failure to act or neglect of the City, or any separate consultant or contractor hired directly by the City, or by occurrences beyond the control and without any fault or negligence of Consultant, Consultant shall provide to the City, within five (5) working days of the date the delay began, written notice of the delay. Provided Consultant has timely notified the City of such delay, the City shall amend the schedule in writing, for the time delay actually caused by such occurrence, as determined by the City in its sole discretion. This extension of time shall be Consultant's sole and exclusive remedy attributed to such delay.

2.2.2. Consultant acknowledges responsibility for any delay damages suffered by the City as a result of Consultant's negligent, reckless or intentional wrongful actions or inactions. In the event that the City suffers or reasonably believes that it will suffer actual delay damages as a result of Consultant aforesaid actions or inactions, the City, in its sole discretion, said discretion to be exercised reasonably and in good faith, shall have the right and be entitled to terminate this Agreement upon five (5) day's written notice and such termination shall not be construed to constitute a breach of this Agreement by the City.

## **SECTION 3 - PROFESSIONAL SERVICES FEE & EXPENSES**

### **3.1 Rates.**

Consultant's hourly rates for every position or level of profession or staff for whom time will be invoiced under this Agreement are attached as Exhibit A and incorporated into this Agreement. All such rates shall be effective for the term of this Agreement. Any adjustments for the renewal period are shown in Exhibit A and may not be adjusted later. The fixed hourly costs for all positions will be applicable to both in-house professional engineering services and professional engineering services at the Consultant firm's place of business.

### **3.2 Professional Service Fee.**

3.2.1. Fee. The Fee for any work authorization shall be based on the hourly rates shown on the Fee Schedule. Each work authorization shall be supported by a Fee Schedule breakdown showing the hourly rates and estimated hours which support the Fee.

3.2.2. Expenses. The Fee and Fee Schedule shall include all administrative out-of-pocket expenses to be reimbursed under this Agreement.

3.2.3. Supporting Documents. Consultant shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services.

3.2.4. Mark-Up. Any out-of-pocket costs shall not be marked up more than three percent (3%).

3.2.5. Travel Expenses. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the City's prior written approval, shall be paid in accordance with the rates and conditions established by the City's Travel Policy, a copy of which has been provided to Consultant, or the applicable law or ordinance.

**3.2.6 Renewal Term Fee.** Any increase to hourly rates for a term extension shall not exceed 5% over the original fee schedule under this Agreement.

**3.3 Payment Schedule.**

A Payment Schedule tied to the deliverables under the applicable work authorization, which payment schedule shall not be front-loaded, shall be attached to each work authorization.

**3.4 Subcontracts.**

Consultant may invoice for Professional Services related to the sub-contractual services at the established hourly rates in the Fee Schedule. Subcontractor fees shall be in accordance with the Fee Schedule and shall never exceed the comparative fee for the Consultant.

**3.5 Invoices.**

**3.5.1** Each work authorization shall be invoiced separately.

**3.5.2.** Invoices must identify the PO number, Work Authorization number and Contract Number.

**3.5.3 Submit by email.** Invoices shall be emailed to: [wpbap@wpb.org](mailto:wpbap@wpb.org).

And concurrently emailed to the designated City's Representative.

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,  
P.O. Box 3366  
West Palm Beach, FL 33402-3366.

**3.5.4** Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

**3.5.5** Invoices for upper limit type work authorizations shall identify the work authorization number and show the actual hours worked, person performing Professional Services, Professional Services performed and/or deliverable provided, hourly rate, and date(s) of service.

**3.5.6** Invoices for lump sum type work authorizations shall identify the work authorization number and shall be accompanied by a status report briefly describing the activities and Professional Services performed under said work authorization during the billing period. The payment request amount shall be related to the percentage of services completed.

**3.5.7** Invoices received from Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if services have been rendered in conformity with the work authorization and Agreement.

**3.6 Payment.**

**3.6.1 Electronic Deposit.** The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Consultant.

**3.6.2.** The Fee shall be paid in accordance with the Payment Schedule established for the work authorization and upon acceptance of deliverables satisfactory to the City and receipt of a proper invoice from Consultant.

**3.6.3.** Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest

payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

3.6.4. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

### **3.7 Final Invoice**

In order for both parties to close their books and records, Consultant shall submit its final invoice for each work authorization no later than four (4) months after completion of all Professional Services under said work authorization. Consultant shall clearly indicate "Final Invoice" on its final invoice for each work authorization. Such indication shall certify to the City that all Services have been properly performed and all charges and costs owed in connection with the work authorization and this Agreement have been invoiced to the City under the appropriate work authorization. Any requests for reimbursement or fee payment under a work authorization, if not properly included on the final invoice or not submitted within four months of completion of Professional Services, are waived by Consultant.

## **SECTION 4 - TERM**

### **4.1 Term.**

4.1.1 This Agreement shall commence as of the date of full execution of this Agreement. This Agreement shall expire three (3) years from the date of full execution, subject to the renewal and termination provisions of this Agreement. The Agreement expiration date may be extended for up to two (2) additional years, upon the mutual option of the City and Consultant. Any term extension shall be evidenced by a formal written amendment to this Agreement, duly executed by both the City and Consultant. Any term extension shall be under the same terms and conditions of this Agreement, including the Fee Schedule, unless a fee adjustment for renewal is identified in Exhibit A or Sec. 3.2.6. All Work authorizations issued under this Agreement for Professional Services shall be completed prior to expiration of this Agreement.

4.1.2 Notwithstanding the foregoing, the terms of this Agreement shall continue in force until completion of the Professional Services related to any work authorization duly issued under this Agreement, unless terminated early by either party or pursuant to the termination provisions in this Agreement.

### **4.2 Surviving Provisions.**

It is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, and representations made in this Agreement or otherwise made in writing by Consultant, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

## **SECTION 5 - ESTIMATED CONSTRUCTION COSTS**

### **5.1 Included In Estimated Construction Cost**

The Estimated Construction Cost of a project shall include the total cost to City of all elements of the entire project designed and specified by Consultant; including an itemization of each of the following:

- a. Cost of construction including all labor, materials and equipment required; including but not limited to, an estimated statement of proposed hourly rates and labor costs by job classification; general conditions, bonds and insurance, etc.;
- b. Allowance for construction cost contingencies;
- c. Regulatory permit fees;

- d. Allowance for other necessary services, such as materials testing, to be provided by others for the City;
- e. Traffic Control, when applicable;
- f. Sheet and shoring, when applicable;
- g. By-pass plumbing, when applicable;
- h. Pressure Testing, when applicable;
- i. Video Taping Inspections, when applicable;
- j. Mobilization and De-mobilizations;

(the "Estimated Construction Cost")

#### 5.2 Excluded In Estimated Construction Cost

The Estimated Construction Cost shall exclude Consultant's Fee.

#### 5.3 City's Reliance; Adjustment to Estimated Construction Cost

Consultant hereby represents to the City that Consultant is aware that City is relying on the Estimated Construction Costs prepared by the Consultant. Consultant further represents that it has the necessary resources and expertise, including a cost analyst, to ensure that the bids received for the project will not exceed the Estimated Construction Costs determined by Consultant in the performance of its Professional Services under this Agreement by a factor of more than ten percent (10%) over and above the Estimated Construction Cost at the time that the construction procurement solicitation is advertised for the project, subject to unforeseeable, documented, changes in markets and costs. In the event that the bidding phase has not commenced within three (3) months after Consultant submits the Construction Drawings and Technical Specifications and Estimated Construction Cost of the project to the City, the Estimated Construction Cost of the project may be adjusted by Consultant to reflect any documented change in the general level of prices in the construction industry between the date of submission of the Estimated Construction Costs to the City and the date on which the construction procurement solicitation is ultimately advertised.

#### 5.4 Inaccurate Estimated Construction Cost

In the event that a least two (2) responsive and responsible bids are received, and the lowest "best value" bid, as such term is used in the City of West Palm Beach Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), the Consultant shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion, exercise any one or more of the following options: (1) Consultant shall be required to amend, at the sole cost and expense of Consultant, the Construction Drawings and Technical Specifications along with the Estimated Construction Cost, to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the project and the City's project budget with such amendments subject to the written final acceptance and approval of the City; (2) Consultant shall be required to provide, at the sole cost and expense of Consultant, re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the City until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project; (3) City may grant approval of an increase in the Estimated Construction Cost of project; (4) City may abandon the project and terminate Consultant's work authorization and Services for the project; or (5) City may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the project. Notwithstanding the foregoing and anything to the contrary contained in this Agreement, it is expressly understood and agreed that the redesigning services required to keep a project within 10% of the Estimated Construction Cost shall not be considered additional services and Consultant agrees that it shall not seek compensation from the City for same.

## **SECTION 6 - MODIFICATIONS TO THE SCOPE**

Notwithstanding the foregoing provisions, the City reserves the right to make changes to a project or the scope of Professional Services at any time, including alterations, reductions or additions thereto. Upon receipt by Consultant of City's notification of a contemplated change, Consultant shall in writing: (i) provide a detailed estimate for the increase or decrease in Consultant's Fee and other design costs that would result from the contemplated change; (ii) provide a detailed estimate for the increase or decrease in Estimated Construction Costs that would result from the contemplated change; (iii) notify the City of any estimated change in the completion date; and (iv) advise the City how the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules. If the City so instructs in writing, Consultant shall suspend work on the portion of the scope of services affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the parties shall execute a written amendment to this Agreement and Consultant shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes to Deliverables, or revisions of studies, that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for scope of work ("Substituted Services") already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

## **SECTION 7 - REPRESENTATIONS OF THE CONSULTANT**

### **7.1 Authority.**

Consultant hereby represents to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

### **7.2 Duly Licensed.**

Consultant represents that it is duly licensed in Florida to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

### **7.3 No Solicitation.**

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement 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 any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### **7.4 Convicted Vendor List.**

Consultant represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that Consultant and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

### **7.5 Discriminatory Vendor List.**

In accordance with Fla. Stat. Sec. 287.134, Consultant represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.



**7.6. Scrutinized Companies List.**

Pursuant to Fla. Stat. Sec. 287.135, Consultant represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Consultant further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

**7.7 E-Verify.**

7.1.1 In compliance with Section 448.095, Fla. Stat., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Consultant during the term of this Agreement. Consultant shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

7.7.2 The City, Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Consultant acknowledges that upon termination of this Agreement by City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

7.7.3 Consultant or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

**7.8 ADA Compliance.**

Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including all applicable regulations, guidelines, and standards.

**7.8 Standard of Care.**

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances.

**7.9 Standard of Conduct.**

The implied covenant of good faith and fair dealing under Florida law is expressly adopted.

**7.10 Compliance with Laws.**

In the conduct of Professional Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and City ordinances and regulations.

**7.11 Design and Constructability**

Consultant hereby represents to City that where Professional Services includes development of Construction Drawings and Technical Specifications, such project: (i) is and shall be designed with no material defects in design, determined in accordance with sound architectural and engineering principles, as applicable, and generally accepted industry standards; (ii) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and (iii) is constructible. Without waiver of City's other rights and remedies, City may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the requirements and

standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the City with respect to this section, except and unless and failure of Consultant to perform, in whole or in part, is due to the action or inaction of the City. Without limiting any other remedy available to City, the Consultant shall furnish at its own expense any redesign or revisions to the Construction Documents and Technical Specifications necessary to correct any material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The City's review or approval of, or payment for, any Professional Services or deliverables under this Agreement shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

**7.12 Ethics Provisions; No Conflicts of Interest.**

7.12.1 Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

7.12.2 Consultant represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

7.12.3 Consultant represents that it does not and will not employ, directly or indirectly, the mayor, members of the City commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

7.12.4 Consultant represents that it does not employ, directly or indirectly, any official of the City. Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

7.12.5 Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the City commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

7.12.6 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.

7.12.7 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the City under this Agreement.

7.12.8 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.12.9 Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest

or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Consultant. The City agrees to notify Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant, the City shall so state in its opinion and Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

7.12.10 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

**7.13 Lobbying Certification.**

Consultant certifies to the best of its knowledge and belief that no Federal or State grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a Member of Congress, a member of the Florida Legislature or any state agency.

**7.14 Truth in Negotiation Statement**

Signature of this Agreement by Consultant serves as the execution of a truth-in-negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within one year following the expiration or termination of this Agreement.

**7.15 Financial Capability**

Consultant certifies that Consultant has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. Consultant further represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by the Project Schedule and this Agreement.

**7.16 No Felony or Fraud**

Consultant certifies that neither Consultant nor any of Consultant's principals have been indicted for or convicted of a felony or fraud.

**SECTION 8 – RESPONSIBILITIES OF THE CITY**

**8.1 Designation of Representative**

The City agrees to designate an individual to act as the City's representative with respect to the Professional Services to be rendered under this Agreement and any specific work authorization(s), provided that such representative shall not have the authority to amend or modify this Agreement. Such person shall have authority to transmit instructions, receive information and define the policies and decisions of the City with respect to Consultant's Professional Services.

**8.2 Specification of City Requirements**

The City agrees to provide information as to the City's requirements for the task or assignment under a work authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability and budgetary limitations.

**8.3 Items to be furnished upon the Consultant's Request**

The designated representative of the City will use reasonable efforts to provide to Consultant, upon Consultant's request, the following information, along with previous reports or studies and any other data relative to design or construction of a project. The City makes no representation that any such data or

documents provided by the City are accurate or reliable.

1. Data prepared by others relevant to the project;
2. Appropriate professional interpretations of data prepared by others relevant to the project;
3. Environmental assessment and impact statements;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions; and
6. Zoning, deed and other land use restrictions

#### **8.4 Access to Property**

The City agrees to arrange for access to and make all provisions for Consultant to enter City property or facilities as required for Consultant to perform services under this Agreement.

#### **8.5 Attendance at Meetings**

The City agrees that a representative of the City will attend regularly scheduled Project progress meetings, when requested, held at the City or Consultant's local office, as well as substantial completion inspections and final inspections. Consultant's Project Manager, or a key team member, will attend all regularly scheduled Project progress meetings at the dates and times established.

### **SECTION 9 – DOCUMENTS**

#### **9.1 Ownership of Documents.**

All plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and, upon payment by the City of the Fee for same, will become the exclusive property of the City without restriction or limitation on their use and will be made available, upon request, to the City upon request and/or upon completion or termination of this Agreement. City shall not be required to pay any additional charges for the City's documents and records. Documents can be provided to the City electronically. Upon delivery to the City of said document(s), the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). Consultant acknowledges and affirms that pursuant to 17 U.S.C. §106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. Consultant waives and assigns to City all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Any reuse of Consultant's prepared documents by the City, except for the specific purpose intended under this Agreement, will be at City's sole risk and without liability or legal exposure to Consultant or its sub-consultants.

#### **9.2 Obligation to Furnish Documents to the City**

Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the City in connection with this Agreement. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

#### **9.3 Consultant's Records**

Notwithstanding any other provision in this Section, Consultant shall be entitled to retain a copy of all plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, for Consultant's records only as is necessary for Consultant to document its Professional Services. Consultant acknowledges that plans, drawings, documents, and records related to the physical security of City facilities or security systems are exempt or confidential records and shall not be disclosed by

Consultant, except as authorized by law and specifically authorized by City.

## SECTION 10 – EQUAL OPPORTUNITY PROGRAMS

### 10.1 MWBE Subcontractor Commitment. Check if applicable

Consultant shall comply with the Minority and Women-Owned Business Enterprise Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference.

10.1.1  Consultant is a City-certified MWBE.

OR

10.1.2  A MWBE subcontractor requirement is set at 9.92% of the aggregate value of this Agreement shall be met with African-American owned MWBE firm(s). Failure to meet the MWBE requirement may be deemed a material breach of this Agreement and may be considered by the City as a past performance factor in future procurements. MWBE goals must be met by MWBE contractor(s) certified by the City. MWBE subcontractors must be utilized to perform a commercially useful function. Consultant shall maintain all relevant records and information necessary to document compliance with the MWBE Ordinance and shall allow the City to inspect and audit such records.

### 10.2 Small Business Commitment. Check if applicable

Consultant shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference.

The Small Business goal established for this Agreement is 15% of the aggregate value of this Agreement.

Failure to meet the SB commitment may be deemed a material breach of this Agreement and may be considered by the City as a past performance factor in future procurements. SB goals may not be met by subcontractors that do not perform a commercially useful function or that are not qualified or certified to provide the services. Consultant shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

## SECTION 11 – STANDARD TERMS AND CONDITIONS

### 11.1 Consultants Competitive Negotiation Act

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

### 11.2 Personnel; Staffing; Sub-contractors

11.2.1 Independent Contractor Relationship. All persons employed by Consultant and engaged in any of the work or Professional Services performed by Consultant pursuant to this Agreement shall at all times be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City, regardless of whether the Consultant's personnel work on-site. Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than as may be specifically provided for in this Agreement. Consultant shall be responsible to the City for all Professional Services or work performed by Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

**11.2.2 Personnel.** Consultant represents that its project manager and all key staff identified in Consultant's Proposal shall remain assigned to the Project, unless otherwise specifically agreed by the City. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. Consultant specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance and Consultant will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Consultant under this Agreement.

**11.2.3 Non-Discrimination by Consultant.** The Consultant represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, national origin, age, disability, familial status, or marital status, and that in providing services, Consultant does not discriminate with regard to any of the aforementioned factors.

**11.2.4 Prohibited Persons.** Neither Consultant nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Consultant) is or will be an entity or person subject to the provisions of Executive Order 13224, as amended, or is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, or who is otherwise affiliated with any entity or person listed above.

**11.2.5 Selection of Sub-Contractors.** Consultant shall obtain the prior written approval of the City as to each proposed subcontractor and the City reserves the right to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. If it becomes necessary to replace a particular subcontractor to complete its part of the services, Consultant shall promptly do so, subject to prior written approval and acceptance of the new subcontractor by the City, which approval shall not be unreasonably withheld.

**11.3 State Taxes.**

Consultant understands that in performing the Professional Services for the City, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

**11.4 Availability of Funds**

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. By law, the City shall not expend any money under any contract in excess of the amounts budgeted for such expenditure during the specific fiscal year. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements with a term of more than one year, but any agreement so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours' notice to Consultant. The City shall be the sole and final authority as to the availability of funds.

**11.5 Right to Audit.**

Consultant shall maintain adequate records for the Professional Services performed under this Agreement, including (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices in accordance with generally accepted accounting principles, and (b) adequate records to justify all charges, expenses and costs in performing the Professional Services; and (c) copies of communications regarding the performance of its obligations under this Agreement, for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Consultant's books and records, at the City's expense, upon prior notice, with regard to the Professional

Services provided to the City under this Agreement. Consultant shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Consultant to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Consultant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Consultant within 45 days from presentation of City's findings to Consultant. Failure by Consultant to permit such audit shall be grounds for termination of this Agreement by the City.

#### **11.6 Public Records Law**

11.6.1 Consultant shall comply with Chapter 119, Florida Statutes, regarding public records. Consultant shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Agreement.

11.6.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Consultant, except as authorized by law and specifically authorized by City.

11.6.3 A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Failure of the Consultant to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

11.6.4 Upon completion of the Agreement, Consultant shall transfer, at no cost, to the City all public records in possession of Consultant. Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT**

Office of the City Clerk  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401  
561-822-1210  
CityClerk@wpb.org

#### **11.7 Confidentiality**

Consultant agrees that it will make no statements, press releases or publicity releases concerning this

Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing its consent in writing.

**11.8 No Pledge**

Consultant shall not pledge the City's credit or attempt to make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

**11.9 Insurance.**

11.9.1 Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a subcontractor of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

11.9.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

11.9.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Consultant's self-insurance retention.

11.9.4 Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or work authorization by name, WA number and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

11.9.5 **Additional Insureds.** All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying "the City of West Palm, its commissioners, officers, employees and agents", as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

11.9.6 **Required Coverage:** Consultant shall maintain following liability coverage, in the limits specified:

**Comprehensive General Liability:** Not less than \$1,000,000.00 Combined Single Limit per occurrence and \$2,000,000 aggregate. May not be subject to a self-insured retention or deductible exceeding \$25,000.

**Automobile Liability:** Not less than \$1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage. May not be subject to a self-insured retention or deductible exceeding \$10,000.

**Professional Liability or Errors and Omissions:** Not less than \$2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the City. Self-insured retentions or deductibles should not exceed \$50,000.00 for written agreements or contracts with the City with a value of less than \$1,000,000; and \$100,000 for contracts with a value of \$1,000,000 or more.



**Worker's Compensation:** Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

11.9.7 **Insurance of Subcontractors.** Consultant shall contractually require and verify that its subcontractors will maintain during the term of their agreement, the above types of insurance, in coverage amounts acceptable to the City.

11.9.8 Anything to the contrary notwithstanding, the liabilities of Consultant and any sub-contractors under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages.

**11.10. Indemnification.**

Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and any other persons employed or utilized by Consultant in provision of the Professional Services under this Agreement. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for the intentional acts or negligence of the City, its employees or agents. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

**11.11 Force Majeure**

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with, or as agreed in writing between the parties, provided that the party so affected shall demonstrate and proceed with efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

**11.12. Termination**

11.12.1 Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party five (5) calendar days prior to termination.

11.12.2 In the event this Agreement is terminated by the City for cause, the City may take over the Professional Services and complete them by contracting with another consultant (s) or otherwise, and in such event, Consultant shall be liable to the City for any additional cost incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to Consultant had this Agreement not been terminated.

11.12.3 The City shall have the right to terminate this Agreement, in whole or in part, without cause, upon five (5) days written notice to Consultant, when the City determines that continuation of this Agreement would not produce beneficial results commensurate with the expenditure of public funds.

11.12.4 The City reserves the right to cancel this Agreement for failure by the Consultant to comply with the Public Records provisions of Chapter 119, Florida Statutes.

11.12.5 Upon termination, Consultant shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, CADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and City projects to the City.

11.12.6 In the event of termination, Consultant, upon receipt of the notice of such termination, shall: (1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the City (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the City, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

11.12.7 In the event of termination, the City shall compensate Consultant for all authorized Professional Services satisfactorily performed through the termination date, and for costs incurred, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to Consultant shall be made (1) for Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall City be obligated to compensate Consultant for lost profits, or any resulting or consequential damages.

11.12.8 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

#### **11.13 Communications and Notice**

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties at the addresses(es) listed in Exhibit C.

#### **11.14 Performance Evaluations**

Consultant will be evaluated on a project-by-project basis. The evaluations provide information about compliance with budget, schedule, and oversight needs and provide input for the recertification process. Evaluations are submitted to the Consultant's person in responsible charge or designee as part of the project closeout process.

#### **11.15 Performance of Government Functions.**

Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall in any way stop, limit or impair the City of West Palm Beach from exercising or performing any regulatory, policing, legislative, governmental or other powers or functions with respect to any project.

#### **11.16 Litigation; Governing Law; Venue; Waiver of Jury Trial**

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Consultant submit to

the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

**11.17 Waiver of Jury Trial.**

THE CITY AND CONSULTANT HEREBY MUTUALLY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY WORK AUTHORIZATION ISSUED HEREUNDER, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS AGREEMENT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONSULTANT HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**11.18 Remedies**

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

No provision of this Agreement is intended, nor shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or any employee of the City or Consultant.

**11.19 Inspector General.**

Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

**11.20 Time of Essence**

Time shall be of the essence for each and every provision of this Agreement.

**11.21 Waiver.**

11.21.1 Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

11.21.2 Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of Consultant, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications or other documents and works, nor shall any approval by the City be deemed to be an assumption of such

responsibility by the City for a defect or omission in designs, Construction Documents, Technical Specifications or other documents prepared by Consultant, its employees, agents or subcontractors.

**11.22 Headings.**

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

**11.23 Counterparts; Electronic Signatures.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

**11.24 Severability of Provisions**

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

**11.25 Assignment.**

This Agreement may not be assigned by Consultant without the written authorization of the City after City's determination of the ability of the assignee to perform the Professional Services. Authorization may be withheld or delayed in the City's sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

**11.26 Attached Exhibits**

The following Exhibits and Forms are attached to this Agreement and incorporated into and made a part of this Agreement:

- Exhibit A – Hourly Rates
- Exhibit B – MWBE/Small Business commitments (Forms MB01, MB03, SB01, SB03)
- Exhibit C – Notice provisions
- Exhibit D – Form of Work Authorization

**11.27 Entire Agreement; Controlling Provisions; Amendment**

11.27.1 This Agreement, including the RFQ, the Proposal, and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

11.27.2 Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Work Authorization; (3) the RFQ; and (4) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

11.27.3 This Agreement may only be modified by written amendment executed by the City and Consultant. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the City. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Professional Services Agreement for General Engineering Services and have hereunto signed in their names by their duly authorized representatives.

ATTEST:

By: *Hallie F. Carson*  
City Clerk

CITY OF WEST PALM BEACH

By: *Keith A. James*  
Keith A. James, Mayor

Date: 4/30, 2021

CITY ATTORNEY'S OFFICE  
Approved as to form and legality

By: *[Signature]*

Consultant:  
**BAXTER AND WOODMAN, INC.**

By: *Rebecca Travis*

Print Name: Rebecca Travis

Title: Executive Vice President

**EXHIBIT A**  
**HOURLY RATES**

**EXHIBIT B**

**MWBE / SMALL BUSINESS COMMITMENT**

**[Insert Statement of MWBE Participation (Form MB01, MB03)]**

**[Insert Statement of Small Business Participation (Form SB01, SB03)]**

# STATEMENT OF MINORITY / WOMAN BUSINESS PARTICIPATION



**Office of Equal Opportunity**

City of West Palm Beach  
 401 Clematis Street,  
 West Palm Beach, FL 33401-4702  
 Tel. (561) 822-2100  
 Fax (561) 822-1884

Website: <http://www.cityofwestpalmbeach.com/equal-opportunity>

**Form MB01**

## Statement of MWBE Participation

**Instructions:** List all MWBEs that will participate on this project/contract. Only City certified MWBE firms and Palm Beach County Office of Equal Business Opportunity (PBCO OEBO) can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

**SECTION I. General Information**

Bidder or Proposer's

Name: Baxter & Woodman, Inc.

Preparer's Name: Rebecca Travis, PE, ENV SP

Title: Vice President, Florida Division Manager

RFQ Title: General Engineering Services

Project Number: 18-19-405

RFQ Number: 18-19-405  
 Total Base Project/Contract Amount: \$ TBD

MWBE Subcontractor Participation: 12%

**SECTION II. MWBE Participation**

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
<u>1. C Solutions, Inc.</u>	<u>Water Resources</u>	<u>\$ TBD</u>	<u>TBD %</u>	<u>10 %</u>
<u>2. Radise International</u>	<u>Geotechnical Analysis</u>	<u>\$ TBD</u>	<u>TBD %</u>	<u>1 %</u>
<u>3. Electrical Design Associates</u>	<u>Electrical Services</u>	<u>\$ TBD</u>	<u>TBD %</u>	<u>1 %</u>
<u>4.</u>		<u>\$</u>	<u>%</u>	<u>%</u>
<u>5.</u>		<u>\$</u>	<u>%</u>	<u>%</u>
<u>6.</u>		<u>\$</u>	<u>%</u>	<u>%</u>
<b>TOTAL</b>		<b>\$</b>	<b>%</b>	<b>12 %</b>

Preparer's Signature:

Date: 4/15/2021

RFQ 18-19-405  
 CCNA GENENG 072319

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# STATEMENT OF SMALL BUSINESS PARTICIPATION



Office of Equal Opportunity  
 City of West Palm Beach  
 401 Clematis Street, 3rd Floor  
 West Palm Beach, FL 33401-4702  
 Tel. (561) 822-2100  
 Fax (561) 822-1884

Website: <http://www.westpalmbeach.com>

Form SB01

## Statement of Small Business Participation

**Instructions:** List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBCOSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

### SECTION I. General Information

Bidder or Proposer's Name: **Baxter & Woodman, Inc**

Preparer's Name: **Rebecca Travis, PE, ENV SP**

Title: **Vice President, Florida Division Manager**

RFQ Title: **General Engineering Services**

Project Number: **18-19-405**

RFQ Number: **18-19-405**

SB Goal (if established): **15%**

Total Base Project/Contract Amount: **\$ TBD**

### SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. <b>Ritzel-Mason</b>	Surveying and SUE Services	\$ TBD	TBD %	1 %
2. <b>Gene Gise Holloway O'Mahoney &amp; Associates, Inc.</b>	Landscape Architecture	\$ TBD	TBD %	1 %
3. <b>Electrical Design Associates, Inc.</b>	Electrical Services	\$ TBD	TBD %	1 %
4. <b>Radise International</b>	Geotechnical Analysis	\$ TBD	TBD %	10 %
5. <b>C Solutions, Inc.</b>	Environmental Services	\$ TBD	TBD %	1 %
6. <b>Brent Wood Architecture</b>	Architecture	\$ TBD	TBD %	1 %
<b>TOTAL</b>		\$	%	15 %

Preparer's Signature: 

Date: **4/15/2021**

RFQ 18-19-405  
 CCNA GENENG 072319

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# SUBCONTRACTOR LISTING



Office of Equal Opportunity

City of West Palm Beach  
 401 Clematis Street  
 West Palm Beach, Florida 33401-4702  
 Tel: 561-822-2100  
 Fax: 561-822-1884

Website: <http://www.cityofwestpalmbeach.com>

Form SB02

## Subcontractors Listing

Bidder/Proposer's Name: **Baxter & Woodman, Inc.** Telephone **561-655-6175**

RFQ Title: General Engineering Services RFQ No.: 18-19-408

**NOTE:** List all subcontractors you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. Submit this form with your bid. Use additional sheets if necessary.

Company Name	Work to Be Performed	Contact Person	Telephone Number
1. <u>C Solutions, Inc.</u>	<u>Environmental Services</u>	<u>Jennifer Pretzel, P.E., PMP</u>	<u>561-244-9480</u>
2. <u>Ritzel-Mason, Inc.</u>	<u>Surveying and SUE Services</u>	<u>Dennis Ritzel</u>	<u>786-472-0358</u>
3. <u>Electrical Design Associates, Inc.</u>	<u>Electrical Engineering</u>	<u>Lillian Reyes, P.E.</u>	<u>561-819-5556</u>
4. <u>Gentile Glas Holloway O'Mahoney &amp; Associates, Inc.</u>	<u>Landscape Architecture</u>	<u>George Gentile</u>	<u>561-575-9557</u>
5. <u>Radise International, LLC</u>	<u>Geotechnical Analysis</u>	<u>Andrew Nixon, P.E.</u>	<u>561-841-0103</u>
6. <u>Brent A. Wood Architecture, LLC</u>	<u>Architecture</u>	<u>Brent Wood, NCARB</u>	<u>772-220-1217</u>
7. _____	_____	_____	_____
8. _____	_____	_____	_____

Print Preparer's Name: **Rebecca Travis, PE, ENV SP** Title: Vice President, Florida Division Manager

Signature:  Date: 4/15/2021

RFQ 18-19-408  
 CCNA GENENG 072318

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West Palm Beach Procurement  
 General Engineering Services • RFQ 18-19-405 • 191066.10

**BAXTER & WOODMAN**  
 Consulting Firm

**EXHIBIT C**

**Notice**

All notices required by this Agreement shall be sent in accordance with Section 11.13 to the following addresses:

***To the City:***

City of West Palm Beach  
Attn: City Administrator  
P.O. Box 3366  
West Palm Beach, FL 33402-3366

Or

401 Clematis Street – 2<sup>nd</sup> floor  
West Palm Beach, FL 33401

***with a copy to:*** City of West Palm Beach  
Attn: City Attorney  
P.O. Box 3366  
West Palm Beach, FL 33402-3366

***To Consultant:***

Baxter and Woodman, Inc.  
Attn: Rebecca Travis, Exec. Vice President  
477 S. Rosemary Ave., Ste. 330  
West Palm Beach, FL 33401



CITY OF WEST PALM BEACH  
GENERAL ENGINEERING

PROJECT: \_\_\_\_\_

WORK AUTHORIZATION No. \_\_\_\_\_

CONSULTANT: BAXTER AND WOODMAN, INC.  
Contract No. 26968 \_\_\_\_\_

1. **Task/Project.** \_\_\_\_\_

(include brief description)

2. **Area of Qualification:** \_\_\_\_\_

High Threshold       Low Threshold

3. **Detailed Scope of Professional Services.**  
A detailed scope of services under this Work Authorization, in accordance with the phases of Professional Service detailed in the Agreement, is attached as Exhibit \_\_\_\_\_.

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement.

4. **Deliverables**  
Consultant shall deliver to the City the deliverables described in attached Exhibit \_\_\_\_\_:

5. **Schedule**  
Consultant shall perform and complete the design Professional Services in accordance with the schedule and time indicated on the attached Exhibit \_\_\_\_\_. Anticipated completion date: \_\_\_\_\_

For project administration services: Consultant shall provide project/construction administration services in accordance with the project construction schedule.

All services under this Work Authorization shall be completed prior to expiration of the Agreement.

6. **Compensation**  
*If a High cost threshold project, the total estimated construction costs of the project under this Work Authorization shall be more than \$750,000 but shall not exceed \$4 Million, or if issued for a study or report, the total Compensation shall not exceed \$500,000, or as otherwise allowed by state law.*

*If a Low cost threshold project, the total estimated construction costs of the project under this Work Authorization may not exceed \$750,000, or if issued for a study or report, the total Compensation shall not exceed \$100,000.*

The total Fee to be paid to Consultant under this Work Authorization, based on the hourly rates in effect under the Agreement, shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_).  check if Fee is a lump sum Fee.

A detailed fee schedule, showing hours and rates to support the total Fee, is attached as Exhibit \_\_\_\_\_.

The payment schedule (based on deliverables) is attached as Exhibit \_\_\_\_\_.

7. **MWBE Participation.**  *check if applicable*  
 Consultant commits to participation by an African-American MWBE at \_\_\_\_\_% of the value of this work authorizations. Consultant has attached Forms MB01 and MB03 and any other required MB forms with this Work Authorization. Consultant acknowledges that the Agreement requires participation by an African-American MWBE at 9.92% of the aggregate value of all work authorizations to be issued under the Agreement.
8. **Small Business.**  *check if applicable*  
 Consultant acknowledges that its Proposal contains a statement of Small Business Participation at \_\_\_\_\_% of the value of this work authorization. Consultant has attached Forms SB01 and SB03 and any other required small business forms with this Work Authorization. Consultant acknowledges that the small business goal for the aggregate of all work authorizations issued under this Agreement is 15%.
9. **Insurance.**  
 Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Work Authorization.
10. **Agreement Reference**  
 This Work Authorization shall be performed under the terms and conditions described within the Continuing Professional Services Agreement, dated \_\_\_\_\_, 2021, by and between the City of West Palm Beach and Baxter and Woodman, Inc. ("Consultant"), Contract No 26968.
11. **Exhibits.**  
 All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.
12. **Notice to Proceed.**  
 If checked, Consultant's receipt of a fully-executed copy of this Work Authorization shall serve as the Notice to Proceed under this Work Authorization, effective as of the date the fully-executed Work Authorization was emailed to the Consultant.  
  
 If checked, Consultant shall commence Professional Services under this Work Authorization as specified in a forthcoming Notice to Proceed.

CONSULTANT:  
**BAXTER AND WOODMAN, INC.**

**CITY OF WEST PALM BEACH**

By: \_\_\_\_\_

By: \_\_\_\_\_  
 Keith A. James, Mayor

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
 City Clerk

City Attorney's Office  
 Approved as to form and legality

By: \_\_\_\_\_

**BAXTER & WOODMAN, INC.  
POLICIES ADOPTED BY THE BOARD OF DIRECTORS**

**CONTRACT AUTHORITY OF VICE PRESIDENTS, DIVISION MANAGERS AND REGION OFFICE MANAGERS**

Effective April 18, 2019, the Baxter & Woodman, Inc. Board of Directors updated the following policy regarding the authority of Vice Presidents, Division Managers, and Region Managers:

- Members of the Board of Directors, Division Managers, Region Managers, and Vice Presidents have the authority to sign proposals, work orders, and engineering service agreements so long as those proposals, work orders, and engineering services agreements have been reviewed using the proper procedures.
- Division Managers, Region Managers and Vice Presidents have the authority to initiate and sign proposals, work orders, and engineering service agreements in amounts of \$10,000 or less without following normal review procedures.
- It is hereby confirmed that Rebecca Travis, Claude Cassagnol, and Aaron Cutler are Florida Region Vice Presidents of Baxter & Woodman, Inc. and have the authority to sign proposals, work orders, and engineering service agreements referenced herein.

Certified by:

  
John V. Ambrose  
President/CEO

2/21/2020

Date

STATE OF ILLINOIS )

COUNTY OF McHENRY )

The foregoing instrument was acknowledged before me this 21 day of Feb., 2020, by JOHN V. AMBROSE, of BAXTER & WOODMAN, INC., an Illinois Corporation, on behalf of the corporation, and who is personally known to me, or who has produced the following \_\_\_\_\_ as identification.

Notary Public:



Print Name: DEBORAH FINN

My Commission Expires: MAY 1, 2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 650 Dundee Road Suite 170 Northbrook IL 60062	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Valley Forge Ins Co		20508
<b>INSURER B:</b> Continental Insurance Co		
<b>INSURER C:</b> Continental Casualty Company		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL20122188453      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6045872351	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> primary/non contributory						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> subject to written contract						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>			6045872348	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6045872365	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			6045872379	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH591900841	01/01/2021	01/01/2022	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: West Palm Beach Contract #26968 - The City of West Palm Beach, its commissioners, officers, employees and agents are included as additional insureds per blanket endorsement as respect GL/Auto, subject to written contract requiring same. GL/Auto are primary & non-contributory.

**CERTIFICATE HOLDER****CANCELLATION**

City of West Palm Beach 401 Clematis Street  West Palm Beach FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

<b>SCHEDULE</b>
<b>Name of Additional Insured Person Or Organization</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)	Endorsement Expiration Date:	Policy No: BUA 6045872348
Endorsement Effective Date:		Policy Effective Date: 01/01/2021
Endorsement No: 20; Page: 1 of 1		Policy Page: 58 of 86
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 10

Effective Date: 01/01/2021





**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

**1. ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through I. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

**C. Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

**D. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage or personal and advertising injury** takes place prior to the termination of such lease.

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage or personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. ADDITIONAL INSURED – EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

**4. BOATS**

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

**5. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence, offense or claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence, offense or claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence, offense or claim**.

**7. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**8. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:



Architects, Engineers and Surveyors General Liability Extension Endorsement

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses of any natural person Insured or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided, however, that the spouse of a natural person Named Insured, and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- 2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations involved;

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Holmes Murphy Associates/CSDZ, LLC 225 South 6th Street Suite 1900 Minneapolis MN 55402	<b>CONTACT NAME:</b> Diane O'Leary <b>PHONE (A/C, No, Ext):</b> 612 349 2495 <b>E-MAIL ADDRESS:</b> doleary@csdz.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake, IL 60012	<b>INSURER A:</b> Valley Forge Insurance Company <b>INSURER B:</b> The Continental Insurance Company <b>INSURER C:</b> Continental Casualty Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> 20508 <b>INSURER B:</b> 35289 <b>INSURER C:</b> 20443	

**COVERAGES** **CERTIFICATE NUMBER:** 904601041 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7017821337	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7017821337	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7017835416	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	717818681	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims made form			AEH591900841	1/1/2022	1/1/2023	Per claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All work performed.

Town of Lake Park its elected commissioners, appointed officers, employees and agents, are included as additional insureds per blanket endorsement as respect GL/Auto/Umbrella, subject to written contract requiring same.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Lake Park 535 Park Avenue Lake Park FL 33403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Paula A. Dixon</i>
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# TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 16, 2022

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

**Agenda Title: Resolution Authorizing and Directing the Mayor to Execute an Agreement with Kimley-Horn and Associates, Inc., for the Provision of Traffic and Transportation Engineering Services per the Pricing, Terms, and Conditions of City of Fort Lauderdale/Kimley-Horn and Associates, Agreement No. RFQ12370-206 (Cooperative Purchase).**

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

Approved by Town Manager *[Signature]* Date: 2-7-22  
 Roberto F. Travieso/Public Works Director  
 Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Public Works</b></p>	<b>Costs:</b> N/A <b>Funding Source:</b> <b>Acct. #</b> N/A <input type="checkbox"/> Finance _____	<b>Attachment 1:</b> - Resolution No. <u>05-02-22</u> <b>Attachment 2:</b> - Draft Agreement between Town of Lake Park and Kimley-Horn and Associates. <b>Attachment 3:</b> - City of Fort Lauderdale/Kimley-Horn and Associates Agreement
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or Not applicable in this case <u><i>[Signature]</i></u> <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town is responsible for maintaining and operating its traffic and transportation systems and associated infrastructure and has previously determined that it requires a contractor to perform traffic and transportation engineering services.

The proposed “cooperative purchase” agreement (Attachment 2) covers an array of traffic and transportation professional services, including but not limited to roadway and pedestrian lighting management, traffic planning, modeling, photometric analysis, and wayfinding design.

The originating agreement (Attachment 3) was awarded by City of Fort Lauderdale, Florida, to the lowest responsive and responsible bidder, Kimley-Horn and Associates, Inc., (Consultant), with an effective date of January 5, 2021, for a duration of two (2) years with option to extend the contract for three (3) additional one (1) year terms providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City’s Commission.

Moreover, the consultant is willing to extend the same advantageous terms and conditions found within the City of Fort Lauderdale contract to the Town of Lake Park.

Beginning on February 17, 2022, the proposed cooperative purchase agreement will serve as the vehicle to execute operational funding authorized by the Town Commission for these purposes, including completion of a long-awaited street lighting survey.

The Lighting Study and other traffic, transportation, and public safety-related initiatives will come before the Commission at a later time, as required, for individual work authorization.

**Recommended Motion: I move to adopt Resolution No. 05-02-22**

## **RESOLUTION 05-02-22**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PROVISION OF TRAFFIC AND TRANSPORTATION ENGINEERING PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contracts with private corporations for services; and

**WHEREAS**, the Town is responsible for maintaining and operating its traffic and transportation systems and associated infrastructure and requires a contractor to perform traffic and transportation engineering professional services; and

**WHEREAS**, the City of Fort Lauderdale has previously competitively bid and pursuant to a competitive process awarded a three-year contract to Kimley-Horn and Associates, Inc., (“Contractor”) to provide traffic and transportation engineering professional services associated with the City of Fort Lauderdale’s traffic and transportation infrastructure; and

**WHEREAS**, the Contractor and the City of Fort Lauderdale have executed contract number RFQ12370-206, effective from January 5, 2021 through January 5, 2023 for traffic and transportation engineering professional services; and

**WHEREAS**, the City of Fort Lauderdale bid documents which solicited traffic and transportation engineering professional services permitted the Contractor to provide these services to other governmental units based upon the same terms, conditions, and pricing, and the City of Fort Lauderdale’s contract with the Contractor also authorizes this; and

**WHEREAS**, pursuant to the Town’s purchasing procedures, the Town may enter into cooperative purchase contracts for services when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

**WHEREAS**, the Town Manager has recommended to the Commission that it enter into a cooperative purchase agreement with the Contractor for traffic and

transportation planning services based upon the same pricing, terms and conditions that the Contractor agreed to in its contract with the City of Fort Lauderdale; and

**WHEREAS**, the Contractor has agreed to provide the same services to the Town based upon the same pricing, terms and conditions as set forth in the contract the Contractor entered into with the City of Fort Lauderdale, contract number RFQ12370-206.

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

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute the contract with the Contractor for the provision of traffic and transportation engineering professional services, as set forth in the attached Exhibit "A", which is incorporated herein by reference herein.

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

**AGREEMENT FOR THE PROVISION OF TRAFFIC AND  
TRANSPORTATION ENGINEERING PROFESSIONAL SERVICES**

**THIS AGREEMENT FOR THE PROVISION OF TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Kimley-Horn and Associates, Inc., 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 ("Contractor").

**WITNESSETH THAT**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is responsible for maintaining and operating a safe traffic and transportation system and associated infrastructure on roadways within the Town; and

**WHEREAS**, the Town requires a contractor to perform traffic and transportation engineering services, including but not limited to roadway and pedestrian lighting management, traffic planning, modeling, photometric analysis, and wayfinding design; and

**WHEREAS**, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into contracts which are the subject of cooperative purchase agreements whereby another governmental entity has competitively solicited, selected and contracted with a contractor for substantially the same services and pricing as those services that are needed by the town; and

**WHEREAS**, the City of Fort Lauderdale solicited through a competitive solicitation process pursuant to applicable laws, substantially the same traffic and transportation services as are now sought by the Town; and

**WHEREAS**, on January 5, 2021, the Contractor entered into that certain Agreement Number RFQ12370-206 with the City of Fort Lauderdale, whereby it contracted to provide traffic and transportation engineering services associated with the City's traffic and transportation infrastructure, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

**WHEREAS**, the Town desires to enter into the Agreement with Contractor whereby it will provide the Town with traffic and transportation services in accordance with the pricing, terms, and conditions of the contract the Contractor entered into between the City of Fort Lauderdale.



**NOW THEREFORE**, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct and are incorporated herein.
2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
  - b. Upon the request of the Town, provide any such public records.
  - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
  - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
  - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of its agreement with the City of Fort Lauderdale and agrees to provide to the Town the same traffic and transportation engineering services based upon these same terms, conditions and pricing as are set forth in its agreement executed with City of Fort Lauderdale on January 5, 2021, a copy of which is attached hereto and incorporated herein.

4. The Town agrees to pay for the traffic and transportation services of the Contractor based upon the same terms, pricing and conditions as set forth in the agreement with the City of Fort Lauderdale.
5. The terms, pricing, and conditions of the agreement with the City of Fort Lauderdale are hereby supplemented and incorporated into this Agreement, as follows:  
  
The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for the mobilization necessary to perform the work for the Town. The mobilization costs shall be reflected in a written supplement to this Agreement which shall be attached hereto prior to its execution.
6. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
7. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Agreement.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

WITNESSES:

Kimley-Horn and Associates, Inc.:

By: *Haley Hermann*  
Haley Hermann

Printed Name

By: *Bryan T. Rapp*  
Its: Principal

*Bryan T. Rapp*  
Printed

*Joe Marianacci*  
JOE MARIANACCI

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4 day of February 2022 by Bryan T. Rapp, as Principal of Kimley-Horn and Assoc., Inc. and who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Lori D'Amico*  
Notary Public, State of Florida

AGREEMENT

between

**City of Fort Lauderdale**

and

**KIMLEY-HORN AND ASSOCIATES, INC.**

for

**TRAFFIC AND TRANSPORTATION ENGINEERING AND PLANNING  
SERVICES**

**RFQ No. 12370-206**

## **AGREEMENT**

THIS IS AN AGREEMENT made and entered into this 5th day of January, 2021, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation authorized to conduct business in the State of Florida, (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of January 5, 2021, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Traffic and Transportation Engineering and Planning Services, RFQ No. 12370-206, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated January 5, 2021, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSULTANT that by its issuance recommends

that CITY pay identified amounts to the CONSULTANT for services performed by the CONSULTANT at the Project.

- 1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: **KIMLEY-HORN AND ASSOCIATES, INC.**, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The director of the Transportation and Mobility Department for the City of Fort Lauderdale or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONSULTANT: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.14 DEPARTMENT DIRECTOR: The director of the Transportation and Mobility Department for the City of Fort Lauderdale.

- 1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the CONSULTANT, but before the construction process was materially affected.
- 1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a CONSULTANT based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.23 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.24 SPECIFICATIONS: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

## ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: Traffic and Transportation Engineering and Planning Services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by



individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

#### ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5  
PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications #12370-206.

Fifth priority: CONSULTANT's response to City of Fort Lauderdale Request for Qualifications #12370-206.

- 5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6  
TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 6.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 6.3.1 Providing additional copies of reports, contract drawings and documents;  
and
- 6.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 6.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 7  
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 The initial contract term shall commence upon final execution of the contract by the City and shall expire TWO (2) years from that date. The City reserves the right to extend the contract for THREE (3) additional ONE (1) Year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the CONSULTANT shall continue the service upon the request of the City as authorized by the awarding authority. The CONSULTANT shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

- 7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

- 7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

- 7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

- 7.6 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

ARTICLE 8  
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 9.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

8.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement.

Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction CONSULTANT.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

### 8.3 METHOD OF BILLING

#### 8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify

the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

#### 8.4 METHOD OF PAYMENT

- 8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 8.4.3 Payment are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).

### ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in

Article 8.

- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10  
CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 In the event that the lowest "best value" bid, as such term is used in the City of Fort Lauderdale Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the CITY may at its sole discretion, exercise any one



or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal /bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.

- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the CONSULTANT based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the CITY.
- 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11  
CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12  
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for

the specific purpose intended hereunder, will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT or its subCONSULTANTS. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

## 12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

12.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

12.2.3 Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this

Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

12.2.5 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

### 12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

### 12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its

operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of 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 or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

## 12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

## 12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a CONSULTANT, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a CONSULTANT, supplier, subCONSULTANT, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the City purchase and may result in CONSULTANT debarment.

## 12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

Tierra South Florida  
Caltran Engineering Group  
Smith Engineering Consultants  
Holt Communications  
Keith and Associates  
NDS Data

## 12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

## 12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

## 12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the



CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

#### 12.11 INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONSULTANT, at the CONSULTANT's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the City a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent CONSULTANTS.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the CONSULTANT does not own vehicles, the CONSULTANT shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Umbrella/Excess Liability:** The CONSULTANT shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

**Insurance Certificate Requirements**

- a. The CONSULTANT shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The CONSULTANT shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The CONSULTANT has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the CONSULTANT's expense.

If the CONSULTANT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, CONSULTANT must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the CONSULTANT's insurance company or companies and the City's Risk Management office as soon as practical.

It is the CONSULTANT's responsibility to ensure that any and all of the CONSULTANT's independent CONSULTANTS and subCONSULTANTS comply with these insurance requirements. All coverages for independent CONSULTANTS and subCONSULTANTS shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the CONSULTANT.

ADDITIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

CONSULTANT must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

## 12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

## 12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

## 12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

## 12.15 INDEPENDENT CONSULTANT

CONSULTANT is an independent CONSULTANT under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall

not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

#### 12.17 CONFLICTS

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

#### 12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the

Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

#### 12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

#### 12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

#### 12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### 12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

#### 12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other

party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

#### 12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT'S response to the solicitation and each exhibit referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT'S response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

#### 12.26 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, treated as an original.

#### 12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY:                    Transportation & Mobility Director  
                              City of Fort Lauderdale  
                              290 NE 3<sup>rd</sup> Ave  
                              Fort Lauderdale, FL 33301  
                              Telephone: (954) 828-3700

With a copy to:        City Manager  
                              City of Fort Lauderdale  
                              100 North Andrews Avenue



Fort Lauderdale, FL 33301  
Telephone: (954) 828-5364

City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 828-5037

CONSULTANT: Mr. Stewart Robertson  
Kimley-Horn and Associates, Inc.  
~~600 North Pine Island Rd., Ste 450~~ 8201 Peters Rd., Ste 2200  
Plantation, Fl. 33324  
Telephone (954) 535-5100  
Email: [stewart.robertson@kimley-horn.com](mailto:stewart.robertson@kimley-horn.com)

#### 12.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

#### 12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

#### 12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and

regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### 12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

#### 12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement 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 Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

#### 12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

#### 12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

#### 12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba

Amendment,” CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City’s option if CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

12.36 PUBLIC RECORDS

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if CONSULTANT does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### 12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

#### 12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of City and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

#### 12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

#### 12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**


IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY


CITY OF FORT LAUDERDALE, a Florida  
municipal corporation

By:   
CHRISTOPHER J LAGERBLOOM, ICMA-CM  
City Manager

ATTEST:

  
By: \_\_\_\_\_  
JEFFREY A. MODARELLI  
City Clerk

Approved as to Legal Form:  
Alain E. Boileau, City Attorney

By:   
KIMBERLY CUNNINGHAM MOSLEY  
Assistant City Attorney

WITNESSES:

KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina corporation authorized to conduct business in the State of Florida

By: Stewart E. Robertson

[Signature]

Ian Bairden  
Print Name

Stewart E. Robertson  
Print Name

Omar Kanaan

Vice President  
Title

Omar Kanaan  
Print Name

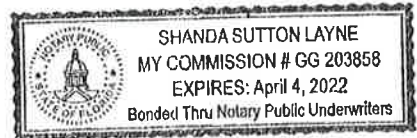


STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7th day of January, 2021, by Stewart E. Robertson as vice-president for Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to conduct business in the State of Florida.

[Signature]  
(Signature of Notary Public - State of Florida)  
Shanda Sutton Layne  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



## EXHIBIT A

### Scope of Services

#### 3.1 Purpose

Work to be accomplished under this contract will include, but not be limited to, various, but not as yet identified projects in accordance with 287.055 Florida Statutes.

The following is a list of services that may be required on an as-needed basis as requested by the City which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. The City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by traffic and transportation engineers, planners and designers and for which the firm(s) are experienced, qualified, and able to perform.

#### 3.2 Scope of Service

The selected firm(s) will be expected to oversee, plan, organize, direct, coordinate, and implement a number of complex City transportation and parking related programs and projects. More specifically, the selected firm(s) will focus on the project development, cost estimating, construction specifications, and administration of said projects which may include major capital programs, mobility plans and engineering projects.

CONSULTANT shall have substantial knowledge and experience in project management including working with staff and stakeholders to develop and document objectives, scope, budget, procurement, schedule of the project, implementation, and completing and evaluating the project. A focus on innovative approaches to transportation engineering and design are desired along with Point excavation, (potholing), and Utility Designation Services. Professional Services might also include Geotechnical Engineering and Laboratory Testing Knowledge of the latest national best practices including NACTO design principles, the latest AASHTO guidance, and other national best practices to design to Vision Zero principles are preferred. Proposed design must comply with ADA regulations.

#### 3.3 Tasks - ENGINEERING

##### A. Engineering Consultant Services Discipline

- a) Surveying and mapping services
  - A. Topographic survey services
    - a. Survey plans of all infrastructure improvements constructed in Adobe PDF format and AutoCAD release 2006 or higher format approved by the City CAD Coordinator.
    - b. Survey plans that coordinate the finding from point excavation and utility designation to include the underground utility in the plans
    - c. Survey data must be in NAVD 88 State Plane Coordinates
    - d. Layers must be converted to the City of Fort Lauderdale standard layering format.
    - e. Cover sheet template, sheet template and file number will be provided by City CAD Coordinator.
      1. Cover sheet must include indicating sheet index, location sketch and file number.
      2. Each sheet title block must include file number.



- f. Must provide two sets of signed and sealed survey drawings (size 24"x36") by licensed surveyor.
  - g. The topographic survey services may also use for As-Built survey that generates As-built drawing.
- B. Point excavation (Potholing) and utility designation
- a. Vacuum excavation
    - 1. Use vacuum excavation methods to locate and expose underground utility overlain by unimproved surface (e.g., unpaved swale) and mark the location and record other information regarding said utility as specified.
  - b. Utility designation
    - 1. Provide utility designation including all subsurface locating services required for location of underground utility facilities.
- C. Photogrammetry and remote sensing services
- a. Collect information from imagery to produce GIS data
  - b. Create and provide 3D renderings
  - c. Provide aerial map
- D. Registered with Florida Board of Professional Surveyors and Mappers.
- b) Environmental engineering
- A. Environmental engineering services
- a. Environmental assessments and inspection.
  - b. Provide recommendation, documentation and report based on environment regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
  - c. Prepare, coordinate and submit environmental regulatory permit package.
  - d. Permit should include but not limited to the City, the County, State of Florida, EPA, DERM, NEPA, ESA, CWA, RHA, NHPA.
- B. Registered with Florida Board of Professional Engineers.  
Geotechnical engineering services, testing and inspection
- A. Geotechnical and construction material testing
- a. Standard penetration test & split-barrel sampling of soils (ASTM D1586)
  - b. Soil investigation & Sampling by Auger Boring (ASTM D1452)
  - c. Laboratory Density-Moisture relations of soils
    - 1. Standard Proctor (ASTM D698) AASHTO T-99
    - 2. Modified Proctor (ASTM D1557) AASHTO T-180
  - d. Lime rock Bearing Ratio Test (FM-5-515)
  - e. Laboratory California Bearing Ratio, CBR (ASTM C1883)
  - f. In-place California Bearing Ratio, CBR (ASTM D4429)
  - g. Fresh Concrete Sampling & Testing
    - 1. Slump Test (ASTM C143)
    - 2. Air Content (ASTM C173 or C231)
  - h. Soil Resistivity Test
    - 1. Laboratory Method (ASTM G187)
    - 2. Field Method (ASTM G57)
  - i. Compressive Strength Determination of Concrete Cylinders (ASTM C39)
  - j. Flexural Strength of Concrete Beam (ASTM C78)
  - k. Concert Coring and Compressive Strength Determination (ASTM C42)
  - l. Compressive Strength Determination of In-place Concrete using Rebound Hammer (ASTM C805)

- m. Compressive Strength Determination of In-place Concrete using Windsor Probe (ASTM C803)
  - n. Asphalt Coring and Sampling
  - o. Maximum Theoretical Density Determination (ASTM D2041)
  - p. Asphalt Extraction Test (ASTM D2172)
  - q. Field Density Determination of Asphalt using Nuclear Gauge Method (ASTM D2950)
  - r. Asphalt Inspection of airfield projects specifically with (P-401) Design Mic
  - s. GPR Ground penetrating Radar (ASTM D6432)
  - t. Trip charge to collect samples, not to exceed \$60.00
- B. Field Quality Control/Quality Assurance
- C. Structural Testing
- a. Welding inspection
  - b. Bold Tension test
  - c. Magnetic Particle test
  - d. Dye Penetration test
  - e. Radiographic test
  - f. Ultrasonic test
  - g. X-ray test
  - h. Welding inspection
- D. Sprayed Fire Resistive Materials
- a. Thickness test (ASTM E605)
  - b. Unit weight test (ASTM E605)
  - c. Adhesion/Cohesion (ASTM E736)
- E. Professional personnel (Registered with Florida Board of Professional Engineers)
- a. Principal engineer
  - b. Registered engineer
  - c. Register threshold inspector
  - d. AWS-CWI inspector
  - e. Registered roof consultants
  - f. Engineering technician with:
    - 1. Asphalt Plant CTQP Certified
    - 2. Drilled Shaft CTQP Certified
    - 3. ACI/CTQP Certified
- c) Structural engineering
- A. Assessment of structures and preparation of master plans with short-term and long-term repair and replacement recommendations. The master plans shall include planning level design documents including sketches, preliminary descriptions of work to be performed and cost estimates.
  - B. Nondestructive testing, underwater inspection, nonlinear finite element analysis and integrity assessment of structural elements.
  - C. Review and utilize the findings of the surveys, geotechnical investigations, inspections, and material sampling and testing programs to perform an overall condition assessment and rating of the various structural components.

- D. Analysis, design, and development of construction documents for all types of structures such as, buildings, parking garages, bridges, seawalls, water and wastewater plant, walls, signage, light pole and traffic pole structures.
  - E. Structural assessment and design of repair/strengthening techniques and development of construction documents for all types of structures such as, buildings, parking garages, bridges, seawalls, water and wastewater plant, walls, signage, light pole and traffic pole structures.
  - F. Perform structural feasibility studies and wind load calculations.
  - G. Recommend routine maintenance, operational practices, and repairs and/or enhancements that would appreciably extend the remaining structure's service life.
  - H. Design of foundation systems for various structures including concrete spread footings, toe wall footings, mat foundation, auger cast piles, steel piles, and precast concrete piles.
  - I. Perform evaluation, analysis and recommendations for soil strengthening and remediation.
  - J. Provide cost estimates for proposed design and improvements at various stages of a project.
  - K. Prepare permit and bid package including design drawings, engineering specification booklet and itemize bid sheet. Assisting the City staff with bid evaluation.
  - L. Provide inspection during repair, restoration and/or construction management
    - a. Registered with Florida Board of Professional Engineers for Special Inspector of Threshold Buildings
  - M. Coordinate and incorporate with other discipline engineer such as civil, geotechnical, mechanical, plumbing and electrical to provide overall repair, restoration and/or construction design for the project.
  - N. Registered with Florida Board of Professional Engineers.
- d) Mechanical, Plumbing and Electrical engineering
- A. Mechanical, plumbing and electrical assessment, design and repair services in related to the buildings and structures.
  - B. Coordinate and incorporate with other discipline engineer such as civil, geotechnical and structural to provide overall repair, restoration and/or construction design for the project.
  - C. Mechanical engineering
    - a. Analysis, recommendation and design:
      - 1. Elevator
      - 2. Ventilation
      - 3. Air Conditioning

- 4. Generator
  - b. Prepare, coordinate and submit all related permit package accordance to regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
  - c. Provide electrical inspection during installation, repair and/or restoration.
  - d. Registered with Florida Board of Professional Engineers.
- D. Electrical engineering
- a. Photometric analysis.
  - b. Analysis, recommendation and design:
    - 1. Generator
    - 2. Roadway lighting
    - 3. Pedestrian lighting
    - 4. Parking garage and parking surface lot lighting
    - 5. CCTV, security and alarm system
    - 6. Low voltage systems
    - 7. Lightning protection
    - 8. Solar power system and/or alternative power system
    - 9. Charging station
  - c. Prepare, coordinate and submit all related permit package accordance to regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
  - d. Provide electrical inspection during installation, repair and/or restoration.
  - e. Registered with Florida Board of Professional Engineers.
- e). Plumbing engineering
- a. Analysis, recommendation and design:
    - 1. Process and fluid flow system
    - 2. Plumbing system including roof drain system, stormwater management system, cold and hot water system, and sewer system.
    - 3. Heat and energy transfer system.
    - 4. Building's sprinkler system (or any other fire retardant system) in cooperation with the fire protection engineer.
  - b. Prepare, coordinate and submit all related permit package accordance to regulatory codes, acts, ordinance, rules, orders, laws and other legal requirements of public authorities.
  - c. Provide plumbing inspection during installation, repair and/or restoration.
  - d. Registered with Florida Board of Professional Engineers
- e) Transportation engineering
- A. Transportation and Traffic engineering
  - B. Urban street design
  - C. Intersection design
  - D. Highway design
  - E. Bicycle and pedestrian level of comfort analysis
  - F. Bicycle and pedestrian facility design
  - G. Traffic signal
  - H. Traffic pavement markings and signage design
  - I. Bus and transit facility design
  - J. Wayfinding recommendation and design
  - K. Maintenance of traffic (MOT) plans design and/or review

- L. Traffic counting services and analysis including but not limited to vehicular, bicycle, pedestrian, transit.
- f) Hydrology and hydraulic engineering
  - A. Stormwater and drainage analysis, recommendation and design.
  - B. Water resources analysis, recommendation and design.
  - C. Water and wastewater analysis, recommendation and design.
  - D. Storm damage field inspection and risk assessment.
  - E. Green infrastructure and climate resiliency adaptation analysis, recommendation and design such as bio-swales, rain garden and others.
- g) Parking management consulting services
  - A. Planning and provide financial feasibility study, parking study, asset management plans, maintenance programs and system upgrade recommendation.
  - B. Provide analysis, recommendation and design for parking structures and surface parking lot:
    - 1. Architecture design and durability design
    - 2. Lighting
    - 3. Wayfinding/signage
    - 4. Adaptive reuse
    - 5. Parking access & revenue control system (PARCS)
    - 6. Traffic microsimulation
    - 7. Sustainability design
      - LEED Certification
      - Solar Reflective technology
      - Solar Panel technology
    - 8. Functional design
    - 9. Operations technology
    - 10. Parking technology
      - Mechanical and non-mechanical
      - Automated and non-automated
      - Electrical and non-electrical
      - Alternate power supply and charging station
- h) Landscape architect consulting services and arborist
  - A. Comprehensive architectural landscape services.
    - a. Landscape plans
    - b. Sustainable Green initiatives and maintenance solutions for urban and rural areas
    - c. Open space, recreational, urban and environmental planning
    - d. Development and design for annual maintenance programs for existing and new plants, trees, and shrubs.
    - e. Irrigation design and maintenance consultation.
    - f. Prepare urban design guidelines
    - g. Grant application and administration.
    - h. Streetscape/hardscape design.
    - i. Electrical engineering for exterior and sports lighting design.
    - j. Recreational facility design.
    - k. Improvements to sport elements and conversion of grass areas to synthetic turf.
  - B. Master planning and redevelopment planning.
  - C. Planting and maintenance schedules, manuals, or similar documents that will assist the City with installation and maintenance of landscaping at selected sites.

- D. Analysis and evaluation of existing landscape conditions at various sites and make recommendations for improvements, solutions, or modifications to existing conditions.
- E. Coordination with other professional disciplines on various projects, responds to Requests for Information (RFIs), attend public meetings, attend project meetings and make presentations to staff.
- F. Prepare and present conceptual design and budgets to staff and commissioners.
- G. Site master planning, selection and design of annual planting areas, maintenance and refurbishment of existing landscape and irrigation projects, or other City miscellaneous landscape projects.
- H. Have knowledge of and compliance with all existing City and Broward County policies, to include but not limited to: land development codes, building codes and all environmental regulations for local and state requirements.
- I. Preparation of plans and specification for site layout and circulation, aesthetic grading, construction details, planting design and details, and soft scope elements.
- J. Provide construction services which may include, but not limited to, the monitoring and inspecting the structure and detail of landscape proposals to ensure compliance with plans, specifications of work, and time schedules.
  - a. Construction, Engineering and Inspection roadway projects
  - b. Conducting environmental and visual impact landscape assessments
- K. Peer reviews and plan checks of landscape plans prepared by third-party consultants.
- L. Advising the City regarding methods of work and sequences of operations for landscape projects.
- M. Landscaping reconstruction projects following extreme weather events.
- N. Wetlands remediation, environmental mitigation, and other elements to comply with city, county, and/or state requirements.
- i) Construction, engineering and inspection (CEI)
  - A. The CEI functional areas are as following:
    - a. Surveying and mapping services
    - b. Environmental engineering
    - c. Geotechnical engineering services, testing and inspection
    - d. Civil Engineering (general)
    - e. Structural engineering
    - f. Mechanical, Plumbing and Electrical engineering
    - g. Transportation engineering
    - h. Hydrology and hydraulic engineering
    - i. Parking management consulting services
    - j. Landscape architect consulting services and arborist
  - B. Scope of services to be provided by the consultant in the functional areas listed above shall include, but not limited to, the following:
    - a. General:
      - 1. Administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specifications, special provisions, and any other applicable contract document.
      - 2. Observe the CONSULTANT's work to determine the schedule progress and the quality of the work performed.
      - 3. Act as the Owner's Agent.

4. Identify discrepancies and direct the CONSULTANT to correct observed discrepancies.
  5. Inform the City's Project Manager (PM) of any significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the CONSULTANT, and the corrective actions or steps that the CONSULTANT has been directed to perform.
  6. Attend meetings with the City, CONSULTANT, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project
- b. Project management (PM):
1. Act as an extension of the City's project management staff.
  2. Prepare, review, and update construction project schedules.
  3. Evaluate the construction schedule, and if necessary, provide recommendations for a "recovery schedule" which will delineate how the contract completion dates will be achieved.
  4. Create construction contract administration files.
  5. Obtain and review CONSULTANT's submittal schedules.
  6. Conduct a preconstruction meeting.
  7. Establish project meetings schedules and coordinate inspection requirements
  8. Track project costs to available budget.
  9. Verify that as-built documents are updated properly.
  10. Maintain test reports for the project as required by the contract documents.
  11. Prepare field reports of site visits and inspections.
  12. Assist in submitting applications for permanent gas, electric, water, telephone and other services.
  13. Receive CONSULTANT's submittal log and monitor the response time from the architect or engineer.
  14. Assemble and file for future reference complete project and cost records for both construction and professional services.
  15. Archive project information and materials.
- c. Survey control:
1. Establish or check the project survey control baseline(s) at appropriate intervals along the project in order to make and record measurements necessary to calculate, verify, and document contract pay item quantities.
- d. Onsite inspection:
1. Monitor the CONSULTANT's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions of the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.
  2. Maintain detailed accurate records of the CONSULTANT's operations and of significant events that affect the work.
  3. Monitor and inspect CONSULTANT's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan.
  4. Prepare punch list and provide to the City PM for issuance to the CONSULTANT. Monitor CONSULTANT's punch list work and provide certification to City PM when all punch list work is complete.
  5. Participate in the substantial completion inspection of the project. Verify all work is substantially complete and notify the City PM.

6. Participate in the final inspection of the project. Verify all work is complete and in conformance with the Contract Documents.
- e. Sampling and testing:
  1. Provide inspection services as required to properly monitor the project to ensure that testing and inspections are done in accordance with contractual requirements, engineering principles, and industry standards for the features of work in question.
  2. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification.
- f. Architectural/Engineering services:
  1. Review construction schedule, monthly updates, and perform analysis to determine percent of work completed and if project is on schedule and budget.
  2. Review CONSULTANT's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers, Activity Hazard Analysis, and other plans and submittals required by the project and recommend acceptance or rejection to City PM.
  3. Develop Quality Assurance Plan for City PM approval based on CONSULTANT's inspection and testing reports for all inspections and tests performed by the CONSULTANT to insure that results are in compliance with contract documents, permits, and sound engineering practice.
  4. Facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received from the CONSULTANT.
  5. Review change orders for cost and entitlement, perform technical analysis, and provide written justification to City PM including recommendation for action. Prepare independent cost estimates as required.
  6. Provide assistance to the City in resolving claims and disputes.
  7. Participate in construction progress meetings with the CONSULTANT and the City on a bi-weekly basis.
  8. Assist City in coordination with State, County, and local permitting agencies.
  9. Participate in ad hoc project related meetings; prepare briefs and reports as required by the City.
  10. Review and recommend action to City PM for any and all submittals received from the CONSULTANT. Shop drawings, product data, samples, and other submittal data for compliance with the Contract Documents.
  11. Review the CONSULTANT's monthly payment requests, verify percent complete, ensure all back-up documentation is submitted and correct including, lien waivers, schedule updates, recommend action to City PM.
  12. Coordinate, obtain, and review, project close-out documentation from the CONSULTANT for submission to the City PM. Including, but not limited to, change order summary, as-built drawings, Operations and Maintenance (O&M) manuals, warranties, certifications.
  13. Assist in obtaining Certificate of Occupancy and other governmental/regulatory agency approvals as well as reviewing CONSULTANT's as-built document certifications.



- 14. Assist and evaluate the CONSULTANT's requested deviations or material substitutions, and provide the City with recommendation(s).
  - 15. Review as-built/record drawings on a monthly basis as a prerequisite to the CONSULTANT's payment application, and in conjunction with project close-out.
- j) Civil Engineering (general)
    - A. Other than those specific summary provided above, the general civil engineering services shall include, but not limited to, the following:
      - a. Highway engineering
      - b. Coastal engineering
      - c. Traffic engineering
      - d. Utility engineering
      - e. Airport engineering
      - f. Marine engineering
      - g. Tunnel engineering
    - B. Site and grading analysis, recommendation and design

**B. Scope of Services Summary by Phases**

- a. Preliminary investigation and data collection
- b. Construction documents
- c. Regulatory agency permitting and coordination
- d. Bidding services
- e. Post design services

**C. Community Outreach**

The consultant company chosen must provide marketing and community support aspect of the process includes but not limited to:

- a. Prepare all marketing information and mailers on the project and the special assessment process.
- b. Coordinate and conduct all community meetings.
- c. Administer all official community questionnaires on the project and determine community support to continue with the process.
- d. Determine the level of support for this project and the need to move into the design development stage.
- e. Staffing should consist of one designated Marketing/Community Outreach personnel.
- f. Prepare all public outreach documentation, support visual aid material and preform public presentation.

**3.3 Tasks- PLANNING**

**A.** Provide comprehensive transportation planning-level studies and analysis for City transportation related projects and initiatives. CONSULTANT shall have substantial knowledge and experience in the following areas, providing the following types of reports and analyses:

- a) Multimodal Transportation Master Plans (i.e., Corridor Studies, Neighborhood Plans)
- b) Bicycle and Pedestrian Master Plans

- c) Traffic studies, including but not limited to: One-way conversion analysis, intersection capacity analysis, crash analysis, lane elimination analysis, multi-modal LOS analysis, bicycle level of comfort analysis, transportation network gap analysis.
  - d) Transit Planning including but not limited to: new route planning, capacity analysis, business plan and pro-forma analysis and development, organizational analysis
  - e) Facility rehabilitation and preventative maintenance planning
  - f) Roadway lighting/pedestrian lighting analysis/photometric analysis
  - g) Environmental Assessments for Transportation projects
  - h) Safe Routes to School program planning
  - i) QA/ QC Services
  - j) Connected vehicle and other technology
- B.** Provide comprehensive services for City transportation related projects and initiatives. CONSULTANT shall have substantial knowledge and experience in the following areas, providing the following types of design:
- a) Bicycle and pedestrian level of comfort analysis
  - b) Bus/transit/ADA facility design
  - c) Wayfinding
- C.** Provide supporting services related to the delivery of planning projects to include:
- a) Traffic counting services and analysis including but not limited to vehicular, bicycle, pedestrian, transit.
  - b) CCTV services
  - c) Public outreach
- D.** Provide parking specific analysis, and technology services to include:
- a) Parking studies
  - b) Day-to-day operations of facilities
  - c) Demand management and pricing strategies
  - d) Parking management strategies
  - e) Supply and demand analysis
  - f) Efficiency analysis (operational, , project management)
  - g) Financial feasibility analysis
  - h) Analysis of market share
  - i) Surveys of existing conditions
  - j) Parking accumulation observations
  - k) Shared parking analysis
  - l) Rate and revenue strategies
  - m) Parking technologies for cost savings and customer convenience
    - Parking functionality (service levels, flow capacity and circulation)
    - Security Analysis of facilities
    - Similar services not specifically listed

### 3.4 Scheduling

The task order preparation is the joint effort of the consultant and the City Project Manager. Task order should include timeline of the consultant responsible task items. The start date will base on the written Notice to Proceed. An estimate of total duration that includes the City responsible task and entity review timeframe items should be provided in the task.

Upon failure of the consultant to complete the consultant responsible task within the time

specified of the completion, the consultant shall pay to the City the sum of Two Hundred and Fifty Dollars (\$250.00) for each and every calendar day that the completion of the work is delayed beyond the time specified in this project for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the consultant.

- Consultant shall not be liable for any failure of or delay in the performance of the task order for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputed, embargoes, government orders or any other *force majeure* event.

### **3.5 Quality Assurance and Quality Control (QAQC)**

CONSULTANT is held responsible for the quality assurance and quality control (QAQC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The City shall only accept submittals for review and action from the consultant.

CONSULTANT is responsible for the professional quality, technical accuracy and coordination of all pre-design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon City request, the consultant shall provide the City with a marked up set of plans and specifications showing the consultant's QC review. The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

### **3.6 Deliverable Assumptions**

- A. All deliverables must be of a quality to achieve this result. The CONSULTANT shall perform its services in accordance with professional standards of skill, care, and diligence adhered to be reputable, first class firms performing services of the same or similar nature for facilities of similar complexity.
- B. The CONSULTANT design shall conform to generally accept engineering practices and shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities.
- C. The CONSULTANT shall coordinate with the City to arrange access to job site.
- D. The CONSULTANT shall submit "request for hour" and obtain the "approval" from the City Project Manager before performing task. It is the CONSULTANT's responsibility to obtain the approval prior to performing task.
- E. The CONSULTANT warrants that all equipment, materials and workmanship furnished, whether furnished by the CONSULTANT, its CONSULTANT, subCONSULTANTs or suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.
- F. Design changes requested by the City, other than those requested and endorsed in review meetings, shall warrant additional fees.

- G. It is the CONSULTANT responsibility to verify accuracy of the CAD files and ensure the geometry is acceptable to all permitting agencies.
- H. The CONSULTANT its CONSULTANT, subCONSULTANTs or suppliers shall be responsible to provide qualified personnel when perform field work, testing, inspection and/or investigation at the project site and provide all the Personnel Protection Equipment for the operation. All perform services and equipment use at the project site shall be operated in compliance with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code).
- I. It is the CONSULTANT responsibility to research and verify all permit submission agency for the project to be included into the task order.
- J. CONSULTANT responsible to design and inspect each project according to the Americans with Disabilities Act (ADA).
- K. CONSULTANT shall be responsible for all elements of maintenance of traffic, traffic control plans and erosion control, public safety during field work, testing, inspection and/or investigation performing at the project site.
- L. The CONSULTANT shall be responsible for all payment and claim for its subCONSULTANT, supplier, laborer, or materialmen of CONSULTANT or any other person direct or indirectly acting for or through CONSULTANT.
- M. The CONSULTANT may retain multiple highly qualified sub-consultants to perform related program services to ensure the project work is in accordance with the plans, specifications, special provisions and other Contract documents.
- N. Multiple firms may be selected under each of the discipline areas and multiple firms may be selected for more than one (1) discipline areas. Therefore, CONSULTANT is responsible to communicate and coordinate with each of the selected firms.
- O. All deliverables need to include both electronic/soft copy and hard copy. Electronic/soft copy format include but not limited to DWG, PDF, WORD and Excel files.
- P. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective professional and/or construction work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONSULTANT or City because of CONSULTANT's performance.
  - c. Failure of CONSULTANT to make payments properly to its CONSULTANT, subCONSULTANTs, suppliers, or for material or labor.
  - d. Damage to other CONSULTANTs not remedied.
  - e. Liquated damages and costs incurred by CONSULTANT for extended professional services or construction administration, if applicable.
  - f. Failure of CONSULTANT to provide any and all documents required by the Contract Documents.

### **3.4 Deliverables**

- 3.4.1 Draft and final planning, study, or engineering design documents to meet the intent and the need described in the project task order scope with approval by the CITY's Project Manager.
- 3.4.2 In association with the City's bi-weekly Development Review Committee (DRC) process, analyze and provide comments on development's site plans, traffic and parking studies, and methodology statements, considering the regional impact of the development. The CONSULTANT may be required to attend City staff and DRC meetings to provide transportation and parking related comments. CONSULTANT may also be required to conduct independent reviews of City projects that are not part of the development review process.
- 3.4.3 Assist parking management on questions, issues, or projects related to parking systems and industry trends, including sustainable parking design trends. Project parking revenues and expenditures, develop long-range revenue plans, and provide written analysis and comments regarding parking revenues and expenditures to include parking zones, rate studies, methodology, demand based parking rates, parking permits, and parking citation issuance and collections.
- 3.4.4 Coordinate with the Florida Department of Transportation (FDOT), Broward County, the Broward Metropolitan Planning Organization (MPO), South Florida Regional Transportation Authority (SFRTA), and other agencies on their proposals and projects which affect traffic, transportation, parking, or aviation in the City. CONSULTANT shall advise the TAM Director or designee, City Manager, and City Commission on other agencies' activities.
- 3.4.5 In association with the above tasks, CONSULTANT shall provide technical support and/or make presentations at meetings held by City staff, the Development Review Committee, the Planning and Zoning Board, the Board of Adjustment, the City Commission, government agencies, neighborhood associations, business associations, civic groups and private firms or other stakeholders as may be required.

### **3.5 Preferred Qualifications**

- 3.5.1 CONSULTANT should have substantial knowledge and experience in project management including working with public sector/government staff and stakeholders to develop and document objectives, scope, budget, procurement, schedule of the project, implementing the plan, and completing and evaluating the project.
- 3.5.2 CONSULTANT should have substantial knowledge and experience analyzing on-site traffic control and circulation, queuing analysis, safe and comfortable pedestrian/bicycle access, offsite traffic impact analysis (trip generation, distribution, assignment and trip reductions), traffic impact mitigation measures (such as operational improvements, geometric improvements, transportation demand management), on-site and off-site parking analysis, parking reduction analysis, evaluation of potential traffic impacts to residential streets and appropriate mitigation (such as traffic control and traffic calming measures). Traffic modeling capabilities to include macro and micro simulation.
- 3.5.3 CONSULTANT should have substantial knowledge and experience with applicable state and local laws, case studies, initiatives and state-of-the-practice traffic for parking management techniques and codes implemented by other local agencies.

- 3.5.4 CONSULTANT should have knowledge of grant regulations and requirements related to transportation related projects and research funding and grants opportunities, assist with the development of grant applications, and oversee the programs administration, monitoring, and activity reporting according to grant requirements.
- 3.5.5 CONSULTANT should have substantial knowledge and experience with applicable state and local laws, case studies, initiatives and transportation best practices and codes implemented by other local agencies including innovative storm-water, bicycle, and pedestrian infrastructure design to create safer, more resilient streets.
- 3.5.6 All Subconsultants will adhere to same rule, regulations and ethics.
  - A. CONSULTANT shall carry out the responsibilities delineated in each project's scope of services and shall provide such services, as needed, to successfully complete the project within the time and budget constraints set forth and agreed upon in the various task orders. CONSULTANT may propose to utilize sub-consultants for technical assistance necessary to develop work if needed.
  - B. CONSULTANT must be properly registered and in compliance with the Florida Department of State, Division of Corporations, in addition to being licensed and registered with the Department of Business and Professional Regulation to practice engineering in the State of Florida.

### **3.6 Billing and Invoicing**

- 3.6.1 All invoices submitted within 90 days after completion of project.  
No future invoices will be accepted by the City of Fort Lauderdale once project is "closed"

**EXHIBIT "B"**  
**HOURLY BILLING RATES FOR TASK ORDERS**

**City of Fort Lauderdale**  
**Traffic and Transportation Engineering and Planning Services (RFQ #12370-206)**

***PRIME CONSULTANT***  
**Kimley-Horn and Associates, Inc.**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$250.00
Senior Project Manager	\$245.00
Project Manager	\$215.00
Senior Engineer	\$205.00
Senior Planner	\$188.00
Senior Landscape Architect	\$185.00
Project Engineer	\$180.00
Project Planner	\$165.00
Project Landscape Architect	\$145.00
Senior Engineering Technician	\$115.00
Engineer	\$135.00
Planner	\$120.00
Landscape Architect	\$115.00
Inspector	\$115.00
CADD	\$ 95.00
Project Coordinator	\$ 95.00
Administrative/Clerical	\$ 71.00

***SUBCONSULTANT***  
**CALTRAN Engineering Group, Inc.**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Project Manager	\$210.00
Senior Engineer 1	\$190.00
Engineer 1	\$132.00
Engineer Intern	\$ 85.00
Senior Engineer Technician	\$105.00
Designer	\$115.00
Engineer Technician	\$ 75.00

**SUBCONSULTANT**  
**Keith and Associates, Inc.**

Principal	\$245.00
Senior Project Manager	\$175.00
Project Manager	\$140.00
Assistant Project Manager	\$100.00
Construction Manager	\$180.00
Senior Traffic Engineer	\$163.00
Engineer I	\$ 90.00
Engineer II	\$100.00
Engineer III	\$110.00
Engineering Inspector I	\$ 90.00
Engineering Inspector II	\$100.00
Engineering Inspector III	\$125.00
Senior Surveyor & Mapper	\$150.00
Project Surveyor I	\$110.00
Project Surveyor II	\$125.00
Technician	\$ 90.00
Survey Party (2) Person	\$120.00
Survey Party (3) Person	\$140.00
Survey Party (4) Person	\$160.00
Survey Laser Scanning	\$250.00
Senior Planner	\$140.00
Planner I	\$100.00
Planner II	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$135.00
Arborist	\$140.00
Landscape Designer I	\$ 90.00
Landscape Designer II	\$100.00
Landscape Designer III	\$125.00
Senior Utility Coordinator	\$175.00
Subsurface Utility Location Manager	\$140.00
Subsurface Utility Field Supervisor	\$ 90.00
Utility Coordination Manager	\$120.00
Utility Coordinator	\$100.00
Utility Designating/GPR	\$200.00
Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)	\$450.00/Each
Administrative Assistant	\$ 62.00



**SUBCONSULTANT**  
**National Data & Surveying Services, Inc. (NDS)**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Project Manager	\$ 95.00
Field Manager	\$ 76.00
Quality Control/Quality Assurance	\$ 68.00
Administrative	\$ 38.00
Field Technician	\$ 35.00

**SUBCONSULTANT**  
**SMITH ENGINEERING CONSULTANTS, INC.**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$175.00
Engineer	\$150.00
Assistant Engineer	\$125.00
CADD Designer	\$ 85.00
Clerical	\$ 60.00
Expert Witness	\$350.00

**SUBCONSULTANT**  
**HOLT COMMUNICATIONS**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Public Information Manager	\$150.00
Public Information Officer	\$130.00
Graphic Designer	\$ 90.00

**SUBCONSULTANT**  
**Tierra South Florida**

<b><u>CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
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**Geotechnical Engineering/Inspections**

Project Manager	\$178.00
Principal Engineer	\$165.00
Senior Engineer	\$132.00
Project Engineer	\$105.00
Threshold Engineer	\$150.00
Special Inspector Representative	\$ 75.00
Senior Technician	\$ 75.00
CADD	\$ 75.00
Asphalt Plant Inspection	\$ 70.00
Asphalt Field Inspection	\$ 70.00
Technician - Soil Densities	\$ 50.00
Technician - Concrete Testing	\$ 50.00
Technician - Pile Driving Inspection	\$ 80.00
Technician - Pre-stress Yard Inspection	\$ 80.00

**Field Investigation**

Mobilization of Men and Equipment	
Truck-Mounted Equipment	\$360.00
Specialized ATV/Mudbug	\$720.00
Support Vehicle	\$150.00
Barge-Mounted Equipment	\$8,500.00
Crane Rental	\$250.00
Support Boat	\$500.00
Standard Penetration Test Borings (By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$ 13.00
50 - 100 ft depth	\$ 14.50
Grout-Seal Boreholes (By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$ 4.60
50 - 100 ft depth	\$ 5.60
Casing Allowance (By Truck-Mounted Equipment)	
Land: 0 - 50 ft depth	\$ 8.00
50 - 100 ft depth	\$ 10.00
Standard Penetration Test Borings (By Barge-Mounted Equipment)	

Water: 0 - 50 ft depth	\$ 20.00
50 - 100 ft depth	\$ 27.00
Grout-Seal Boreholes (By Barge-Mounted Equipment)	
Water: 0 - 50 ft depth	\$ 9.00
50 - 100 ft depth	\$ 11.00
Casing Allowance (By Barge-Mounted Equipment)	
Water: 0 - 50 ft depth	\$ 14.00
50 - 100 ft depth	\$ 17.00
Rock Coring (Truck)	\$ 70.00
Rock Coring (Barge)	\$ 85.00
Field Permeability Tests	\$315.00
Pavement Cores, Asphalt	\$110.00
Pavement Cores, Concrete	\$140.00
MOT	\$1,200.00

**Laboratory Testing**

Natural Moisture Content Tests	\$ 10.00
Grain-Size Analysis - Full Gradation	\$ 70.00
Grain-Size Analysis - Single Sieve	\$ 42.00
Organic Content Tests	\$ 40.00
Atterberg Limit Tests	\$ 75.00
Field CBR	\$600.00
Lab CBR	\$315.00
LBR	\$300.00
Rock compression test	\$130.00
Split tension test	\$150.00
Grain-Size with Hydrometer	\$115.00
Proctor Test a) Modified	\$108.00
b) Standard	\$102.00
Bitumen Extraction	\$165.00
Bitumen Gradation	\$165.00

# TAB 7



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: 02/16/2022**

**Agenda Item No.**

**Agenda Title: Request to authorize the Mayor to accept a proposal from Pro Sound, Inc. for the purchase and delivery of broadcast/media room equipment for the Town commission chamber and Mirror ballroom.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager  Date: 1-14-22

*Paul McGuinness, I.T. Director*

Name/Title

<b>Originating Department:</b>  <b>Information Technology (IT)</b>	<b>Costs: \$ 124,165.00</b> <b>Funding Source:</b> <b>Acct. # 001-408-63001</b> <input type="checkbox"/> Finance <u>Lourdes Cariseo</u>	<b>Attachments:</b> <b>Audio Video Equipment Bid 112-2021.pdf</b> <b>Bid Response from Pro Sound, Inc.pdf</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 <input checked="" type="checkbox"/> <b>X</b> <b>Please initial one.</b>

**Summary Explanation/Background:**

As the commission is aware, the current audio / video equipment in the commission chambers is outdated and provides poor quality to our commissioners, meeting attendees, and those residents who view the meetings via live-stream, on channel 18, or on our website. The commission has expressed interest in overhauling the current equipment in the chamber with new equipment that will serve our residents for many years to come. Additionally, we will be able to use the Mirror

ballroom as an overflow space should the chambers reach capacity. In December, 2021 Bid 112-2021 was issued to solicit bids for the purchase and delivery of the equipment needed to complete this project. The bid opening occurred on January 20, 2022 with responses from three vendors. Pro Sound, Inc. was selected since they submitted the only complete bid, providing pricing for every item listed in the required equipment list. Due to supply chain issues, delivery of all items in the equipment list is anticipated to occur in late May – early June of 2022, at which time the work in the chamber and Mirror ballroom can begin.

**Recommended Motion:**

I move to authorize the Mayor to accept and sign the contract between Pro Sound, Inc. and the Town to provide and deliver the broadcasting and media room equipment for the commission chamber and Mirror ballroom.

**OWNER:**

**TOWN OF LAKE PARK**

**535 Park Avenue**

**Lake Park, Florida 33403**

**PROJECT:**

**Purchase and Delivery of Broadcasting/Media Room**

**Equipment for the Town Commission Chamber**

**And Mirror Ballroom**

**Town of Lake Park Bid Number 112-2021**

**Date of Bid Advertisement – December 19, 2021**

**Bid Due Date: January 20, 2022 Eastern Date light Time 3:00 p.m.**

## PROJECT DATA

**Project Title:** Purchase and Delivery of Broadcasting/Media Room Equipment  
For Town Commission Chamber and Mirror Ballroom

**Project Number:** Town Bid Number 112-2021

**Project Location:** 535 Park Avenue, Lake Park

**Project Owner:** Town of Lake Park

**Commissioner:** Michael O'Rourke, Mayor  
Kimberly Glas-Castro, Vice-Mayor  
Erin T. Flaherty, Commissioner  
John L. Linden, Commissioner  
Roger Michaud, Commissioner

**Owner's Representative:** John O. D'Agostino  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

**Project Manager:** Paul McGuinness, IT Director  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3300  
Fax: (561) 881-3314



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TOWN OF LAKE PARK

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting seal bids for: Purchase and Delivery of Broadcasting/Media Room Equipment for Commission Chamber and Mirror Ballroom. Town Bid Number 112-2021

The purpose and intent of this invitation to bid is to secure firm fixed pricing for the Purchase and Delivery of Broadcasting/Media Room Equipment for the Commission Chamber and Mirror Ballroom.

Sealed bids will be received in triplicate by the Town Clerk until January 20, 2022, at 3PM at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Bids received after this time will be returned unopened.

Project Documents

Bid documents may be obtained by contacting the Town Clerk's Office at (561) 881-3311, or by email at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov), 8:30 a.m. – 5:00 p.m., Monday – Friday, (except holidays), and requesting a “no fee” bid set.

Submittal Documents

Envelope containing bid must be sealed and clearly marked, “Purchase and Delivery of Broadcasting/Media Room Equipment for the Commission Chamber and Mirror Ballroom, Town Bid Number 112-2021”.

All bid prices shall be guaranteed firm for a minimum of 90-calendar days after the submission of the bid. No bidder may withdraw their bid within 90-calendar days after the bid opening date.

Bids will be opened and read aloud in the Town of Lake Park Commission Chamber at on January 20, 2022 at 3PM. Award of bid will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or request for proposals, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interest of the Town.

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Vivian Mendez, Town Clerk

Town of Lake Park, FLORIDA

Published on: December 19, 2021

Palm Beach Post

# ATTACHMENTS

Project Specifications / Scope of Work

Equipment

## **BIDDERS UNDERSTANDING**

### **MANDATORY REQUIREMENTS:**

All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the Office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.

All sealed bids must have the following information plainly marked on the outside of the envelope or package:

**Purchase and Delivery of Broadcasting/Media Room Equipment for Commission Chamber and Mirror Ballroom Bid Number 112-2021.**

**Attention: Town Clerk**

### **PURPOSE OF BID**

The sole purpose of this bid is to secure firm fixed pricing for the Purchase and Delivery of Broadcasting/Media Room Equipment for the Commission Chamber and Mirror Ballroom as specified herein.

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

### **DELIVERY**

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees to not commence work without the following:

- Fully executed Contract Agreement Form
- Receipt of a Town Purchase Order, referencing the project
- Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).

## **REQUIRED SUBMITTAL ITEMS**

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

### **ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:**

All Addenda (signed and/or acknowledged on Bid Form)

Bid Form (signed)

Clarifications/Exceptions Form

Drug-Free Workplace Form (signed)

References Form

Non-collusion Affidavit of Prime Bidder

Anti-kickback Affidavit

Certification of Eligibility of General Contractor

Certification of Non-segregated Facilities

## **INSTRUCTIONS TO BIDDERS**

### **PREPARATION OF BIDS**

A. Bids shall be submitted in triplicate, one ORIGINAL and two copies, in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

### **REJECTION OF BIDS**

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

### **AWARD OF CONTRACT**

A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

C. If a recommendation of award is made, and the recommended company is unable to provide the required equipment, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-lowest responsible & responsive Bidder or the work may be re-solicited at the Town's option.

### **GUARANTEE**

Bidder guarantees that it will use only technically qualified materials in the performance of this contract. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality.

### **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor within fourteen (14) days after receipt of Notice of Intent of Award. In case of failure on the part of the Contractor to comply as required, a award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

### **SUB-LETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

### **ADDENDA -- CHANGES WHILE BIDDING**

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.



Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

### **PROTEST PROCEDURE**

Protests may only be filed by a firm which has submitted a timely bid.

Protests must be addressed to the Town of Lake Park Purchasing Agent, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the office of the purchasing agent no later than 5:00 p.m., EST, five (5) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the purchasing agent. Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

### **FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

### **DRUG FREE WORKPLACE CERTIFICATION**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

### **FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a): ('PUBLIC ENTITY CRIMES')**

'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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

**CONTRACT TIME**

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.

## **CONTRACT AGREEMENT INFORMATION**

### **FORM**

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Contract.

### **CONTRACTOR'S RESPONSIBILITIES**

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the coordination of ordering the prescribed parts which shall be complete, compatible and fully functional without additional costs.

### **PAYMENTS TO CONTRACTOR AND COMPLETION**

Final payment will NOT be made until all requested equipment has been received and accepted by the Town and all paperwork required by the Town for project closeout is complete.

### **CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- All terms, conditions, plans, and specifications of this bid.
- Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'.

### **WAIVER**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

### **ENTIRE AGREEMENT**

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

### **SEVERABILITY**

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

### **TERMINATION**

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

### **MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, or registration currently required by applicable laws or rules and regulations. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

End of Contract Agreement Information

**SPECIFICATIONS / SCOPE OF WORK**  
**PURCHASE AND DELIVERY OF BROADCASTING/MEDIA ROOM EQUIPMENT**  
**FOR THE COMMISSION CHAMBER AND MIRROR BALLROOM.**

**Project Description:**

The purpose and intent of this invitation to bid is to secure firm fixed pricing for the Purchase and Delivery of Broadcasting/Media Room Equipment for the Commission Chamber and Mirror Ballroom.

**METHOD OF AWARD:** Successful Bidder awarded shall ensure that proper and sufficient equipment will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by the Town before recommendation and/or notice of intent to award. The Town, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The Town further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the Town to award the bid to the lowest bidder, or any bidder. The Town reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the Town. The Town shall be the sole judge of the bids and Town's decision shall be final.

The Town intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document. **In case of disputes in the award of the contract, the decision of the Town shall be final and binding on both parties.** **NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.**

**PLACING ORDERS:** Orders shall strictly be based on the Town's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items may be a basis for disqualification.

**PAYMENT:** Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Lake Park, Florida.

**DELIVERY:** All items shall be delivered within three (3) week of contract award and shall be delivered to Town of Lake Park c/o Information Technology Director (IT). The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Lake Park representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be destination, freight prepaid (unless otherwise stated in special conditions).

**PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:** If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Lake Park at any time during the contractual term.

**CONTACT PERSON:** For any additional information regarding the specifications and requirements of this bid, contact: Town Clerk's Office at [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov) .

**BID CLARIFICATION:** Any questions or clarifications concerning this Bid shall be submitted in writing by mail or email to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov). The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**GUARANTEE:** The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.

**WARRANTY:** Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

**PRODUCT/CATALOG INFORMATION:** All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information will result in rejection of your bid.

**COMPLETE PROJECT REQUIRED:** These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of work sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of the Town of Lake Park.

**BID SUBMITTAL:** All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered “Non-Responsive” if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

**LATE BIDS:** The Town of Lake Park cannot be responsible for bids received after opening time and encourages early submittal.

**EXCEPTIONS TO SPECIFICATIONS:** Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**COMPLETE INFORMATION REQUIRED ON BID FORM:** All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND TWO (2) PDF (Thumb drive) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**ESTIMATED QUANTITIES:** Quantities stated are for bidders’ guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by the Town of Lake Park for the purpose of evaluating the low bidder meeting specifications.

**ACCEPTANCE:** Delivery of the unit(s) and product to the Town of Lake Park does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

Since Lake Park does not wish to rule out other competition and equal brands or makes, all items shall be “OR EQUAL”. However, if a product other than that specified is bid on, it is the vendor’s responsibility to name such a product within his/her bid and proves to the Town of Lake Park that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. The Town of Lake Park reserves the right to determine acceptance of item(s) as an approved equivalent.

## **TECHNICAL SPECIFICATIONS**

All required bid items are described in this section, and may be further clarified in any Addenda issued.

### **GENERAL**

**Jobsite Location:** Town Hall Commission Chamber and Mirror Ballroom 535 Park Avenue, Lake Park, Florida 33403

### **Timing**

#### **CONTRACT TIME**

The contractor shall notify the IT Director at least seven (7) days prior to starting the work. The NOTICE TO PROCEED will be dated the number of calendar days as indicated in the bid submittal. In no case shall the start date be more than seventy-five (75) calendar days from the date of receipt of the Town purchase order. This date will establish the start date. The time for completion of the contract shall be **thirty (30)** calendar days.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.



**BID FORM: BID NUMBER 112-2021**  
**Purchase and Delivery of Broadcasting/Media Room**  
**Equipment for the Town Commission Chamber**  
**And Mirror Ballroom**

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies). In accordance with the plans and specifications noted in this Bid document, the TOTAL BASE BID for this project is:

\_\_\_\_\_ (\$ \_\_\_\_\_ )

Completion: Thirty (30) calendar days after Notice to Proceed [Contractor may only have deliveries of product Monday - Friday between 8:30 am - 5pm, unless pre-approved for other hours by the Town].

Required documents attached?	(Yes or No)
Schedule of Bid Items	_____
Acknowledge Addenda #	_____ (if issued )
1 Original and 2 copies of the following:	_____
Bid Form (signed)	_____
Clarifications/Exceptions	_____

NAME OF FIRM \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_  
NAME & TITLE (TYPED or PRINTED) \_\_\_\_\_  
POINT OF CONTACT EMAIL ADDRESS: \_\_\_\_\_  
DATE: \_\_\_\_\_ TAX PAYER ID#: \_\_\_\_\_

**SCHEDULE OF BID ITEMS**

**Purchase and Delivery of Broadcasting/Media Room**  
**Equipment for the Town Commission Chamber**  
**And Mirror Ballroom**

**BID DUE DATE:** January 20, 2022 at 3PM.

**CONTACT PERSON WITH TOWN:** Vivian Mendez, Town Clerk, (561)881-3311.

Please bid the following consistent with the Specifications / Scope of Work: See attached Excel Spreadsheet.

**NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS FROM DATE OF ORDER:** \_\_\_\_\_ Calendar Days

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature of Firm Representative

Name of Firm: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Firm Telephone No. \_\_\_\_\_

Submit Bid Packages to:

Office of the Town Clerk  
Attention: Vivian Mendez  
535 Park Avenue  
Lake Park, Florida 33403  
561-881-3311  
email: [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov)

**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum # 1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title (Print or Type): \_\_\_\_\_

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

## **CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

**Contract Agreement**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

TOWN OF LAKE PARK

TOWN BID Number 112-2022.

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and \_\_\_\_\_ ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid Number 112-2022.

All terms, conditions, plans and specifications of Town Bid Number 112-2022, any Addenda, and contractor's accepted bid, dated January 20, 2022, shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$ \_\_\_\_\_ which is the base bid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; and authorized to execute same.

TOWN OF LAKE PARK, through its Town Commission

Attest:

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

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

(Town Seal)

Approved as to form and legality:

By: \_\_\_\_\_  
Thomas Baird, Town Attorney

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name, Title: \_\_\_\_\_

(CORPORATE SEAL)

Lake Park Commission Chambers and Control Room AV Equipment

<u>Item#</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description/Purpose</u>	<u>RU</u>	<u>Qty</u>	<u>Cost</u>	<u>Extended</u>
1-3	Panasonic	AW-JE150W	PTZ Cameras 20x Zoom- White	NA	3		
NA	FEC	FEC-150GMW	Wall Mounts for AW-JE150W	NA	3		
8	Panasonic	AW-RP150GJ5	Touchscreen PTZ Controller for AW-JE150W Cameras	NA	1		
9	Panasonic	AW-PS551PJ	Power Supply for AW-RP150GJ	NA	1		
4-6	Geovision	GV-PA902BT	POE++ Inserters for AW-JE150W Cameras	NA	3		
7	Dlink	DGS-1210-52-MP	48 Port 370w PoE+ Managed Switch w/ Rack Mount	1	1		
10	Blackmagic	SWATEMPSW1ME4K	10 Input ATEM 1 M/E Production Studio	1	1		
11	Blackmagic	SWPANELADV1ME	Blackmagic Design ATEM 1 M/E Advanced Panel	NA	1		
12	AJA	FS1	Single CH SDI to Composite Converter w/ CC Pass	1	1		
NA	Shure	MX418S/S	18" Gooseneck Mic- Switch/LED- 7 Dais, 1 Clerk	NA	8		
NA	Shure	MX418/S	18" Gooseneck Mic- No Switch or LED- Podium	NA	1		
NA	Shure	MX412D/S	12" Gooseneck Desktop Mic- Switch/LED- Staff Desk	NA	2		
59	Shure	BLX2/SM58-H9	Mic Transmitter w/ SM58 (H9: 512 to 542 MHz)	NA	1		
60	Shure	BLX88-H9	Dual-Channel Mic Receiver (H9: 512 to 542 MHz)	1	1		
NA	Shure	URT2	Rack Tray For BLX88 (Under Clerk's Desk)	1	2		
15	QSC	Core110F	Analog/Digital Audio Processor	1	1		
56-58	QSC	I/O-8 Flex	Channel Expanders for Core 110F	1	3		
NA	QSC	SLDAN16-P	16x16 Dante License	NA	1		
16	Crown	NCDI4X300-U-US	4-Channel DriveCore Series Power Amplifier (300W)	2	1		
18-21	JBL	CONTROL 28-1-WH	Indoor/Outdoor Speakers w/ 70v Xfmr (Pair, White)	NA	4		
NA	JBL	MTC-28UB-1-WH	Mounting Brackets for CONTROL 28-1-WH	NA	8		
23	Williams Sound	FM 557	Assistive Listening System- 4 Rcvrs, 2 Neck Loops	1	1		
NA	Williams Sound	RPK 005	Rack Mount for FM 557	1	1		
NA	Williams Sound	ANT 024	Antenna for FFM 557	1	1		
63-65	Dell	JKDRF	PC- Zoom, Workstation, Xpanel- i5, 16GB, 256GB	1	3		
81-83	Smof	SmofG01	Ground Loop Noise Isolator for PC Audio Outputs	NA	3		
84-86	Ugreen	80864	USB to 3.5mm Adaptor for PC Audio Outputs	NA	3		
NA	Tera Grand	DP-DPHDMI-06	6' Display Port to HDMI Cable- Work and Audio PC's	NA	2		
NA	Tera Grand	DP-DPHDMI-10	10' Display Port to HDMI Cable- Work and Audio PC's	NA	2		
NA	C2G	50193	3' Display Port to HDMI Cable- Xpanel PC to TP	NA	1		
NA	Pearstone	USB-AB10	10' M-M A-B USB Cable- Xpanel PC to TP	NA	1		
26	Blackmagic	BDLKWEBPTRPRO	Web Presenter for Zoom PC Audio/Video Input	1	1		
NA	Blackmagic	CONVNTRM/YA/RS	Rack Mount for Web Presenter	1	1		

87	Blackmagic	CONVMCAUDS2	Audio Embedder for Web Presenter	NA	1
NA	Pearstone	USB31-3CMAM3	3' USB Cable A-B- Web Presenter	NA	1
28-29	Decimator	DD-12G-CROSS	HDMI 4K to SDI Converter- Zoom PC & DM Output	NA	2
30	Sandies	SAND-340-12	On-Air Light- Automatic on When Mics are Unmuted	NA	1
33	Blackmagic	HDL-AUDMON1RU12G	Rackmount Speakers	1	1
67	Feelworld	P173-9HSD-RM	17.3" Rack Mount Monitor for KVM Switch	6.3	1
32	Aten	CS19208	8 Port KVM Switch w/ DP In- DP or HDMI Out	1	1
NA	Pearstone	USB3-AB6	6' USB 3.0 A to B Cables for KVM Input	NA	3
NA	Pearstone	DP-DD1206	6' Display Port Cables for KVM Input	NA	3
NA	Tera Grand	DP-DPMM-25	Telecast 25' Display Port Cable for KVM Input	NA	1
NA	Pearstone	USB3-AB15	Telecast 15' A-B 3.0 USB Cable for KVM Input	NA	1
NA	Pearstone	USB3-AA10	Telecast 10' A-A 3.0 USB M-F for KVM Input	NA	1
NA	Pearstone	MMSA-106B	6' 3.5mm Cables- KVM Switch Inputs	NA	2
NA	Pearstone	MMSA-110B	10' M-M 3.5mm Cable- KVM Out to Rack Speaker	NA	1
NA	Pearstone	USB-AA3	M-F 3' USB Extensions for House PC Kbd&Mise	NA	2
NA	C2G	50606	18in (0.5m) High Speed HDMI® Cable- 4K 60Hz	NA	1
NA	C2G	56782	3ft (0.9m) High Speed HDMI® Cable- 4K 60Hz	NA	8
NA	C2G	50609	5ft (1.5m) High Speed HDMI® Cable- 4K 60Hz	NA	7
NA	C2G	56783	6ft (1.8m) High Speed HDMI® Cable- 4K 60Hz	NA	3
NA	C2G	56784	10ft (3m) High Speed HDMI® Cable- 4K 60Hz	NA	1
NA	Pearstone	HDA-A635	35ft Active High-Speed HDMI Cable- 4K 60Hz	NA	2
NA	C2G	26969	1ft Cat5e (UTP) Ethernet Network Cable - Black	NA	3
NA	C2G	15180	3ft Cat5e (UTP) Ethernet Network Cable - Black	NA	14
NA	C2G	15189	5ft Cat5e (UTP) Ethernet Network Cable - Black	NA	7
NA	C2G	00403	6ft Cat5e (UTP) Ethernet Network Cable - Black	NA	8
NA	C2G	15222	25ft Cat5e (UTP) Ethernet Network Cable - Black	NA	5
NA	C2G	20038	50ft Cat5e (UTP) Ethernet Network Cable - Black	NA	1
NA	Comprehensive	DISP-HD-3ST	DisplayPort to HDMI High Speed Cable (3')- Zoom PC	NA	1
NA	Tera Grand	RG59-FF-06	F-Type Coaxial Cable (Black, 6')- CR Comcast TV	NA	1
NA	Tera Grand	RG59-FF-25	F-Type Coaxial Cable (Black, 25')- CR Comcast TV	NA	1
NA	PSC	FPSC0010G	Transformer Barrel 600 Ohm- Ballroom Mixer Input	NA	1
NA	Pearstone	PM-03	3' M-F XLR Cable- 600 Ohm Transformer to BR Mixer	NA	1
63	CyberView	RPK617	17" LCD Touchscreen for System Control	6	1
NA	CyberView	K17-TPC-10	Capacitive Touch Option for RPK617	NA	1
41	Crestion	CP4	4 Series Control System	1	1
42	Crestion	DM-MD16X16-CPU3	16x16 DM Routing Frame	7	1
45-47	Crestion	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+@ 4K Receiver with Scaler	NA	3
NA	Crestion	DMC-4KZ-C	DigitalMedia 8G+@ 4K Input Card	NA	1
NA	Crestion	DMC-4KZ-HD	DigitalMedia 8G+@ 4K Input Card	NA	4
NA	Crestion	DMC-4KZ-CO-HD	DigitalMedia 8G+@ 4K Output Card	NA	2



NA	Crestron	DMC-4KZ-HDO	DigitalMedia 8G+@ 4K Output Card With Scaler	NA	2
50	Crestron	DM-TX-4KZ-302-C	DigitalMedia 8G+@ 4K Transmitter	NA	1
61-62	Crestron	AM-3100-WF	AirMedia Wireless Presentation System	NA	2
53	Crestron	TS-1070-B-S	10.1" Touch Screen for Clerk's Desk- Tabletop, Black	NA	1
NA	Legrand	PN05L08V	Wiremold 5/8" x 1 1/8" x 8' On Wall Conduit- Ivory	NA	46
NA	Legrand	PN05F06V	Cover Clip- Ivory	NA	33
NA	Legrand	PN05F11V	90 Degree Flat Elbow- Ivory	NA	11
NA	Legrand	PN05F15V	Tee- Ivory	NA	9
NA	Legrand	PN05F17V	Internal Elbow- Ivory	NA	10
NA	Legrand	PN05F18V	External Elbow- Ivory	NA	10
74	Avenview	HBT-C6POE-SP8	1x8 HDBaseT 4k HDMI Splitter	NA	1
75-80	Avenview	HBT-C6POE-R	HDBaseT PoE Cat5/6/7 Receiver	NA	6
33-34	Samsung	QN85Q60AAFXZA	Q60A 85" Class HDR 4K UHD QLED TV 92LB BR	NA	2
68-73	Samsung	QN65Q60AAFXZA	Q60A 65" Class HDR 4K UHD QLED TV 42LB CH	NA	6
36-37	Samsung	QN43Q60AAFXZA	Q60A 43" Class HDR 4K UHD QLED TV 19LB CR	NA	2
38	Samsung	LU28R550UQNXZA	28" 4K IPS Monitor Black w/ Stand Clerk's Desk 16:9	NA	1
40	Vizio	D40F-G9	D-Series 40" Class Full HD Smart LED Multiviewer	NA	1
NA	Chief	RXT2	Tilting Mounts for Ballroom 85" Monitors	NA	2
NA	Chief	RLT2	Tilting Mounts for CR and CH Monitors	NA	8
NA	QVS	PC3PX-10	10' Extension Cords w/ 3 Outlets for CR Monitors	NA	2
39	Furman	CN-1800S	Power Sequencer for Console Power w/ RS-232	1	1
NA	StarTech	C9PSM	DB9 Male Solder D-SUB Connector for Furman	1	1
NA	APC	SMX1500RM2UC	Smart-UPS 1500VA Rack Mount	2	2
NA	Middle Atlantic	ERK-4025LRD	19" Equipment Rack 40RU, 25" Deep, 74.13" Tall	40	1
NA	Middle Atlantic	ERK-RR40	Threaded Rear Rail Kit for Equipment Rack	NA	1
NA	Middle Atlantic	CBS-ERK-25R	Wheelbase for Equipment Rack	NA	1
NA	Middle Atlantic	ERK-VT	Vented Top for Equipment Rack	NA	1
NA	Middle Atlantic	PD-2415SC-NS	Power Strip 24-Outlet 15A for Equipment Rack & CD	NA	3
NA	Middle Atlantic	LBP-1.5	Lacing Bars 1.5" Offset 10 Pack	NA	1
NA	Middle Atlantic	LBP-1R4	Lacing Bars 4" Offset 10 Pack	NA	1
NA	Middle Atlantic	LBP-6R90	Lacing Bars 6" Offset 10 Pack	NA	1
NA	Middle Atlantic	LBP-10R90	Lacing Bars 10" Offset 10 Pack	NA	1
NA	Middle Atlantic	FEB1-CP12	Blank Panel 1RU- 12 Pack	1	2
NA	Middle Atlantic	FEB2	Blank Panel 2RU	2	11
NA	Middle Atlantic	HP	100 Pack 10x32x3/4" Rack Screws	NA	4
NA	Hammond	1421N100	10-32 Clip Nuts Black, Pack 100	NA	2
NA	Middle Atlantic	U1	Single Space Rack Shelf- Black Powder Coat	1	4
NA	Middle Atlantic	U2	Double Space Rack Shelf- Black Powder Coat	2	1
NA	Winsted	38111107	Control Room Console. Refer to Quote 38111107	NA	1
NA	Commercial	COVER (BK) 1.5	1 1/2" Desk Grommet- CO KVM Keyboard and Mouse	NA	1

NA	Everbilt	804284	3.5" Furniture Slides- For Console, 4 Pack	NA	2
NA	Comprehensive	RJ45B-BLK-50VP	RJ45 Cat6 Boots Black- 50 Pack	NA	2
NA	Belden	2413F 0101000	4/23 Plenum Cat6 Cable 0.285OD - Black 1000' Rolls	NA	3
NA	Belden	9451P	22AWG Plenum Mic Cable- Black 1000' Boxes	NA	2
NA	West Penn	WP-25819-1000-IY	Plenum RG59 HDSI Video Cable 1000' - Ivory	NA	1
NA	Comprehensive	CAC-14-2/P-1000	14AWG Plenum Speaker Cable- White 1000' Roll	NA	1
NA	West Penn	CN-BM74-32	50 Pack BNC Connector for WP-25819-1000-IY	NA	1
NA	Safcord	4007-029	Cord and Cable Protector for Carpet (4" x 12', Black)	NA	1
NA	Panduit	HSTT12-48-Q	1/8" X 4' Black Heat Shrink for Audio Cable Dressing	NA	4
NA	Panduit	HSTT06-48-Q5	1/6" X 4' Black Heat Shrink for Audio Cable Dressing	NA	4
NA	Riptie	Q751RLBK	WrapStrap Plus Reusable Velcro Strap 1/2 x 75'	NA	1
NA	Hellerman Tyton	MB4SHA0C2	Square Black Cable Tie Mounts 1.115" 100 Pack	NA	1
NA	Hellerman Tyton	T18L0M4	8" Black Cable Ties- 1000 Pack	NA	1
NA	Hellerman Tyton	T50L0C2	15.35" Black Cable Ties- 100 Pack	NA	1
NA	Black Box	FT8120A	White 3/16 x 8" Cable Zip Ties for Speakers - 100 Pk	NA	1
NA	Flexo	CCP0.75BK	5/8in to 1in Flexo Clean Cut Tubing 75ft Spool	NA	1
NA	Flexo	PTN1.25BK	3/4In-1 3/4In Expandable Tubing Black 50 Foot Roll	NA	1
NA	Neutrik	NC3MX	Male 3 Pin XLR Silver/Black- Web, ALD, BR Mixer	NA	3
NA	Neutrik	NC3FX	Female 3 Pin XLR Silver/Black- Mic & Wireless Out	NA	13
NA	Neutrik	NYS373-0	RCA Male Solder Connectors- Crestron Card Outputs	NA	4
NA	SFCable	P7B1-01-BLK	12" IEC Power Cables	NA	10
NA	SFCable	P7B1-015-BLK	18" IEC Power Cables	NA	10
NA	SFCable	P7B1-02-BLK	24" IEC Power Cables	NA	10
NA	Tripplite	RS-0615-R	Console Rack Mount Power Strips (Rack Rear)	1	4
NA	Tripplite	IBAR 12/20 ULTRA	Console Rack Mount Power Strips (Front Facing)	1	1
NA	Platinum Tools	PLAT-105020	Shielded EZ-RJ45 CAT5e/6 w/ Internal Ground 100pc	NA	1
NA	Panasonic	AV-SVCREMSUPP2H	2 Hrs Remote Training for Cameras and CTL Panel	NA	1

Total: \$0

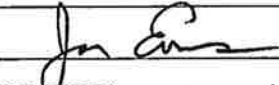
**BID FORM: BID NUMBER 112-2021**  
**Purchase and Delivery of Broadcasting/Media Room**  
**Equipment for the Town Commission Chamber**  
**And Mirror Ballroom**

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies). In accordance with the plans and specifications noted in this Bid document, the TOTAL BASE BID for this project is:

ONE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED  
SIXTY-FIVE DOLLARS AND NO CENTS (\$ 124,165.00 )

Completion: Thirty (30) calendar days after Notice to Proceed [Contractor may only have deliveries of product Monday - Friday between 8:30 am - 5pm, unless pre-approved for other hours by the Town].

Required documents attached?	(Yes or No)
Schedule of Bid Items	<u>yes</u>
Acknowledge Addenda #	<u>yes</u> (if issued )
1 Original and 2 copies of the following:	<u>yes</u>
Bid Form (signed)	<u>yes</u>
Clarifications/Exceptions	<u>yes</u>

NAME OF FIRM PRO SOUND, INC.  
ADDRESS 1375 NE 123 STREET, MIAMI, FL. 33161  
PHONE NUMBER 305-891-1000 EXT 4235  
AUTHORIZED SIGNATURE   
NAME & TITLE (TYPED or PRINTED) JON EVANS  
POINT OF CONTACT EMAIL ADDRESS: jevans@prosound.net  
DATE: 1-16-2022 TAX PAYER ID#: 59-1834097

**SCHEDULE OF BID ITEMS**

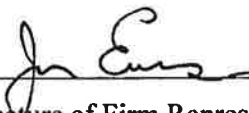
**Purchase and Delivery of Broadcasting/Media Room**  
**Equipment for the Town Commission Chamber**  
**And Mirror Ballroom**

**BID DUE DATE:** January 20, 2022 at 3PM.

**CONTACT PERSON WITH TOWN:** Vivian Mendez, Town Clerk, (561)881-3311.

Please bid the following consistent with the Specifications / Scope of Work: See attached Excel Spreadsheet.

NUMBER OF CALENDAR DAYS REQUIRED FOR DELIVERY OF ALL MATERIALS  
FROM DATE OF ORDER:  30-90  Calendar Days

Submitted By:    Title:  VICE PRESIDENT   
Signature of Firm Representative

Name of Firm:  PRO SOUND, INC.

Date:  1-16-2022  E-mail Address:  jevans@prosound.net

Firm Address:  1375 NE 123 STREET   
 MIAMI, FL. 33161

Firm Telephone No.  305-891-1000 EXT 4235

Submit Bid Packages to:

Office of the Town Clerk  
Attention: Vivian Mendez  
535 Park Avenue  
Lake Park, Florida 33403  
561-881-3311  
email: [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov)

**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated \_\_\_\_\_  
Addendum #2, Dated \_\_\_\_\_  
Addendum #3, Dated \_\_\_\_\_  
Addendum #4, Dated \_\_\_\_\_  
Addendum #5, Dated \_\_\_\_\_  
Addendum #6, Dated \_\_\_\_\_  
Addendum #7, Dated \_\_\_\_\_  
Addendum #8, Dated \_\_\_\_\_  
Addendum #9, Dated \_\_\_\_\_  
Addendum #10, Dated \_\_\_\_\_

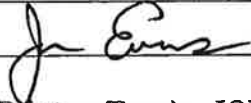
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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

---

Firm Name: PRO SOUND, INC.

Signature: 

Name and title (Print or Type): JON EVANS VICE PRESIDENT

Date: 1-16-2022

## **CLARIFICATIONS/EXCEPTIONS**

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

Panasonic recommends using the IDX IA-70A as the power supply to operate the AW-RP150GJ PTZ controller. This is the model we have quoted.

All other items are quoted as specified. we are including that spec sheet and the spec sheets for the camera, PTZ control and TV sets.

**EXHIBIT  
REQUIRED FORMS**



**DRUG-FREE WORKPLACE**

PRO SOUND, INC. is a drug-free workplace and has a  
(Company Name)  
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

PRO SOUND, INC.  
Firm Name

  
Signature

JON EVANS  
Name and title (Print or Type)

1-18-2022  
Date





The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Stuart Roberts

Title: V.P.

Date: 1-18-2022

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JON EVANS  
\_\_\_\_\_, who, after being by me first duly sworn, deposes and says:

(1) I am VICE PRESIDENT of PRO SOUND, INC., the offeror that has submitted a proposal to perform work for the following project:

Contract # 112-2021 Project name: PURCHASE & DELIVERY OF BROACAST EQUIPMENT

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

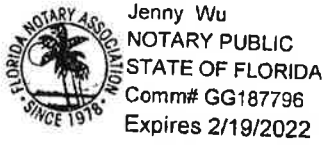
  
\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this 18 day of January 2022

by Jon Evans, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: 



Notary Name: Jenny Wu  
Notary Public-State of Florida

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

PRO SOUND, INC. assures Government Contractors and concerned Federal, State and Local Agencies that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location under or control where segregated facilities are maintained.

PRO SOUND, INC. understands that the phrase "Segregated Facilities" includes facilities which are, in fact, segregated on a basis of race, color, creed, or national origin, because of habit, local custom or otherwise.

PRO SOUND, INC. understands and agrees that maintaining or providing segregated facilities for our employees or permitting our employees to perform their services at any location under our control, where segregated facilities are maintained is a violation of the Equal Opportunity Clause required by Executive Order 12246 of September 24, 1955.

PRO SOUND, INC. further understand and agrees that a breach of the assurance herein contained subjects us to the provisions of the Orders of the Secretary of Labor and the provisions of the Equal Opportunity Clause enumerated in contracts or referenced on purchase orders by the government and government contractors.

Finally, PRO SOUND, INC. is aware that whoever knowingly and willingly makes any false, fictitious representation may be liable to criminal prosecution under 18 U.S.X. #1001.

  
\_\_\_\_\_

(Signature)

Stuart Rote V.P.  
\_\_\_\_\_

(Printed Name and Title)

**Corporate Seal**

PRO SOUND, INC.  
\_\_\_\_\_  
Company Name  
1375 NE 123 STREET, MIAMI, FL. 33161  
\_\_\_\_\_  
Company Address  
  
\_\_\_\_\_

## LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

### REFERENCE #1

Company/Agency Name: CITY OF RIVIERA BEACH  
Address: 600 WEST BLUE HERON BLVD  
RIVIERA BAECH, FL 33404  
Point of Contact: WALTER STEPHENS  
Phone Number: 561-845-4055  
Fax Number: \_\_\_\_\_  
E-mail: wstephens@ribierabeach.org

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### REFERENCE #2

Company/Agency Name: PBC-TV CHANNEL 20 PALM BEACH COUNTY BOCC  
Address: 301 N. OLIVE AVE, ROOM 1001  
WEST PALM BEACH, FL. 33401  
Point of Contact: LESTER WILLIAMS  
Phone Number: 561-662-7551  
Fax Number: \_\_\_\_\_  
E-mail: williams@pbcgov.org

---

### REFERENCE #3

Company/Agency Name: BECON TV, SCHOOL BOARD OF BROWARD COUNTY  
Address: 6600 NOVA DRIVE  
DAVIE, FL. 33317  
Point of Contact: CHUCK GRIFFIN  
Phone Number: 754-258-8875  
Fax Number: \_\_\_\_\_  
E-mail: chuck.griffin@browadschools.com

**Contract Agreement**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

TOWN OF LAKE PARK

TOWN BID Number 112-2022.

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and PRO SOUND, INC. ("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid Number 112-2022.

All terms, conditions, plans and specifications of Town Bid Number 112-2022, any Addenda, and contractor's accepted bid, dated January 20, 2022, shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be \$124,165.00 \_\_\_\_\_ which is the base bid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; and authorized to execute same.

TOWN OF LAKE PARK, through its Town Commission

Attest:

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

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

(Town Seal)

Approved as to form and legality:

By: \_\_\_\_\_  
Thomas Baird, Town Attorney

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor: PRO SOUND, INC.

Signature: \_\_\_\_\_

Name, Title: JON EVANS VICE PRESIDENT

(CORPORATE SEAL)

Lake Park Commission Chambers and Control Room AV Equipment

<u>Item#</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description/Purpose</u>	<u>RU</u>	<u>Qty</u>	<u>Cost</u>	<u>Extended</u>
1-3	Panasonic	AW-UE150W	PTZ Cameras 20x Zoom- White	NA	3		
NA	FEC	FEC-150GMW	Wall Mounts for AW-UE150W	NA	3		
8	Panasonic	AW-RP150GJ5	Touchscreen PTZ Controller for AW-UE150W Cameras	NA	1		
9	<del>Panasonic</del>	<del>AW-PS351PJ</del> IDX	Power Supply for AW-RP150GJ IA-70A	NA	1		
4-6	Geovision	GV-PA902BT	POE++ Inseters for AW-UE150W Cameras	NA	3		
7	Dlink	DGS-1210-52-MP	48 Port 370w PoE+ Managed Switch w/ Rack Mount	1	1		
10	Blackmagic	SWATEMPSW1ME4K	10 Input ATEM 1 M/E Production Studio	1	1		
11	Blackmagic	SWPANELADV1ME	Blackmagic Design ATEM 1 M/E Advanced Panel	NA	1		
12	AJA	FS1	Single CH SDI to Composite Converter w/ CC Pass	1	1		
NA	Shure	MX418S/S	18" Gooseneck Mic- Switch/LED- 7 Dais, 1 Clerk	NA	8		
NA	Shure	MX418/S	18" Gooseneck Mic- No Switch or LED- Podium	NA	1		
NA	Shure	MX412D/S	12" Gooseneck Desktop Mic- Switch/LED- Staff Desk	NA	2		
59	Shure	BLX2/SM58-H9	Mic Transmitter w/ SM58 (H9: 512 to 542 MHz)	NA	1		
60	Shure	BLX88-H9	Dual-Channel Mic Receiver (H9: 512 to 542 MHz)	1	1		
NA	Shure	URT2	Rack Tray For BLX88 (Under Clerk's Desk)	1	2		
15	QSC	Core110F	Analog/Digital Audio Processor	1	1		
56-58	QSC	I/O-8 Flex	Channel Expanders for Core 110F	1	3		
NA	QSC	SLDAN16-P	16x16 Dante License	NA	1		
16	Crown	NCDI4X300-U-US	4-Channel DriveCore Series Power Amplifier (300W)	2	1		
18-21	JBL	CONTROL 28-1-WH	Indoor/Outdoor Speakers w/ 70v Xfmr (Pair, White)	NA	4		
NA	JBL	MTC-28UB-1-WH	Mounting Brackets for CONTROL 28-1-WH	NA	8		
23	Williams Sound	FM 557	Assistive Listening System- 4 Rcvrs, 2 Neck Loops	1	1		
NA	Williams Sound	RPK 005	Rack Mount for FM 557	1	1		
NA	Williams Sound	ANT 024	Antenna for FFM 557	1	1		
63-65	Dell	JKDRF	PC- Zoom, Workstation, Xpanel- i5, 16GB, 256GB	1	3		
81-83	Smof	SmofG01	Ground Loop Noise Isolator for PC Audio Outputs	NA	3		
84-86	Ugreen	80864	USB to 3.5mm Adaptor for PC Audio Outputs	NA	3		
NA	Tera Grand	DP-DPHDMI-06	6' Display Port to HDMI Cable- Work and Audio PC's	NA	2		
NA	Tera Grand	DP-DPHDMI-10	10' Display Port to HDMI Cable- Work and Audio PC's	NA	2		
NA	C2G	50193	3' Display Port to HDMI Cable- Xpanel PC to TP	NA	1		
NA	Pearstone	USB-AB10	10' M-M A-B USB Cable- Xpanel PC to TP	NA	1		
26	Blackmagic	BDLKWEBPTRPRO	Web Presenter for Zoom PC Audio/Video Input	1	1		
NA	Blackmagic	CONVNTRM/YA/RSR	Rack Mount for Web Presenter	1	1		



87	Blackmagic	CONVMCAUDS2	Audio Embedder for Web Presenter	NA	1
NA	Pearstone	USB31-3CMAM3	3' USB Cable A-B- Web Presenter	NA	1
28-29	Decimator	DD-12G-CROSS	HDMI 4K to SDI Converter- Zoom PC & DM Output	NA	2
30	Sandies	SAND-340-12	On-Air Light- Automatic on When Mics are Unmuted	NA	1
33	Blackmagic	HDL-AUDMON1RU12G	Rackmount Speakers	1	1
67	Feelworld	P173-9HSD-RM	17.3" Rack Mount Monitor for KVM Switch	6.3	1
32	Aten	CS19208	8 Port KVM Switch w/ DP In- DP or HDMI Out	1	1
NA	Pearstone	USB3-AB6	6' USB 3.0 A to B Cables for KVM Input	NA	3
NA	Pearstone	DP-DD1206	6' Display Port Cables for KVM Input	NA	3
NA	Tera Grand	DP-DPMM-25	Telecast 25' Display Port Cable for KVM Input	NA	1
NA	Pearstone	USB3-AB15	Telecast 15' A-B 3.0 USB Cable for KVM Input	NA	1
NA	Pearstone	USB3-AA10	Telecast 10' A-A 3.0 USB M-F for KVM Input	NA	1
NA	Pearstone	MMSA-106B	6' 3.5mm Cables- KVM Switch Inputs	NA	2
NA	Pearstone	MMSA-110B	10' M-M 3.5mm Cable- KVM Out to Rack Speaker	NA	1
NA	Pearstone	USB-AA3	M-F 3' USB Extensions for House PC Kbd&Mse	NA	2
NA	C2G	50606	18in (0.5m) High Speed HDMI® Cable- 4K 60Hz	NA	1
NA	C2G	56782	3ft (0.9m) High Speed HDMI® Cable- 4K 60Hz	NA	8
NA	C2G	50609	5ft (1.5m) High Speed HDMI® Cable- 4K 60Hz	NA	7
NA	C2G	56783	6ft (1.8m) High Speed HDMI® Cable- 4K 60Hz	NA	3
NA	C2G	56784	10ft (3m) High Speed HDMI® Cable- 4K 60Hz	NA	1
NA	Pearstone	HDA-A635	35ft Active High-Speed HDMI Cable- 4K 60Hz	NA	2
NA	C2G	26969	1ft Cat5e (UTP) Ethernet Network Cable - Black	NA	3
NA	C2G	15180	3ft Cat5e (UTP) Ethernet Network Cable - Black	NA	14
NA	C2G	15189	5ft Cat5e (UTP) Ethernet Network Cable - Black	NA	7
NA	C2G	00403	6ft Cat5e (UTP) Ethernet Network Cable - Black	NA	8
NA	C2G	15222	25ft Cat5e (UTP) Ethernet Network Cable - Black	NA	5
NA	C2G	20038	50ft Cat5e (UTP) Ethernet Network Cable - Black	NA	1
NA	Comprehensive	DISP-HD-3ST	DisplayPort to HDMI High Speed Cable (3')- Zoom PC	NA	1
NA	Tera Grand	RG59-FF-06	F-Type Coaxial Cable (Black, 6')- CR Comcast TV	NA	1
NA	Tera Grand	RG59-FF-25	F-Type Coaxial Cable (Black, 25')- CR Comcast TV	NA	1
NA	PSC	FPSC0010G	Transformer Barrel 600 Ohm- Ballroom Mixer Input	NA	1
NA	Pearstone	PM-03	3' M-F XLR Cable- 600 Ohm Transformer to BR Mixer	NA	1
63	CyberView	RPK617	17" LCD Touchscreen for System Control	6	1
NA	CyberView	K17-TPC-10	Capacitive Touch Option for RPK617	NA	1
41	Crestron	CP4	4 Series Control System	1	1
42	Crestron	DM-MD16X16-CPU3	16x16 DM Routing Frame	7	1
45-47	Crestron	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K Receiver with Scaler	NA	3
NA	Crestron	DMC-4KZ-C	DigitalMedia 8G+® 4K Input Card	NA	1
NA	Crestron	DMC-4KZ-HD	DigitalMedia 8G+® 4K Input Card	NA	4
NA	Crestron	DMC-4KZ-CO-HD	DigitalMedia 8G+® 4K Output Card	NA	2

NA	Crestron	DMC-4KZ-HDO	DigitalMedia 8G+® 4K Output Card With Scaler	NA	2
50	Crestron	DM-TX-4KZ-302-C	DigitalMedia 8G+® 4K Transmitter	NA	1
61-62	Crestron	AM-3100-WF	AirMedia Wireless Presentation System	NA	2
53	Crestron	TS-1070-B-S	10.1" Touch Screen for Clerk's Desk- Tabletop, Black	NA	1
NA	Legrand	PN05L08V	Wiremold 5/8" x 1 1/8" x 8' On Wall Conduit- Ivory	NA	46
NA	Legrand	PN05F06V	Cover Clip- Ivory	NA	33
NA	Legrand	PN05F11V	90 Degree Flat Elbow- Ivory	NA	11
NA	Legrand	PN05F15V	Tee- Ivory	NA	9
NA	Legrand	PN05F17V	Internal Elbow- Ivory	NA	10
NA	Legrand	PN05F18V	External Elbow- Ivory	NA	10
74	Avenview	HBT-C6POE-SP8	1x8 HDBaseT 4k HDMI Splitter	NA	1
75-80	Avenview	HBT-C6POE-R	HDBaseT PoE Cat5/6/7 Receiver	NA	6
33-34	Samsung	QN85Q60AAFXZA	Q60A 85" Class HDR 4K UHD QLED TV 92LB BR	NA	2
68-73	Samsung	QN65Q60AAFXZA	Q60A 65" Class HDR 4K UHD QLED TV 42LB CH	NA	6
36-37	Samsung	QN43Q60AAFXZA	Q60A 43" Class HDR 4K UHD QLED TV 19LB CR	NA	2
38	Samsung	LU28R550UQNXZA	28" 4K IPS Monitor Black w/ Stand Clerk's Desk 16:9	NA	1
40	Vizio	D40F-G9	D-Series 40" Class Full HD Smart LED Multiviewer	NA	1
NA	Chief	RXT2	Tilting Mounts for Ballroom 85" Monitors	NA	2
NA	Chief	RLT2	Tilting Mounts for CR and CH Monitors	NA	8
NA	QVS	PC3PX-10	10' Extension Cords w/ 3 Outlets for CR Monitors	NA	2
39	Furman	CN-1800S	Power Sequencer for Console Power w/ RS-232	1	1
NA	Startech	C9PSM	DB9 Male Solder D-SUB Connector for Furman	1	1
NA	APC	SMX1500RM2UC	Smart-UPS 1500VA Rack Mount	2	2
NA	Middle Atlantic	ERK-4025LRD	19" Equipment Rack 40RU, 25" Deep, 74.13" Tall	40	1
NA	Middle Atlantic	ERK-RR40	Threaded Rear Rail Kit for Equipment Rack	NA	1
NA	Middle Atlantic	CBS-ERK-25R	Wheelbase for Equipment Rack	NA	1
NA	Middle Atlantic	ERK-VT	Vented Top for Equipment Rack	NA	1
NA	Middle Atlantic	PD-2415SC-NS	Power Strip 24-Outlet 15A for Equipment Rack & CD	NA	3
NA	Middle Atlantic	LBP-1.5	Lacing Bars 1.5" Offset 10 Pack	NA	1
NA	Middle Atlantic	LBP-1R4	Lacing Bars 4" Offset 10 Pack	NA	1
NA	Middle Atlantic	LBP-6R90	Lacing Bars 6" Offset 10 Pack	NA	1
NA	Middle Atlantic	LBP-10R90	Lacing Bars 10" Offset 10 Pack	NA	1
NA	Middle Atlantic	FEB1-CP12	Blank Panel 1RU- 12 Pack	1	2
NA	Middle Atlantic	FEB2	Blank Panel 2RU	2	11
NA	Middle Atlantic	HP	100 Pack 10x32x3/4" Rack Screws	NA	4
NA	Hammond	1421N100	10-32 Clip Nuts Black, Pack 100	NA	2
NA	Middle Atlantic	U1	Single Space Rack Shelf- Black Powder Coat	1	4
NA	Middle Atlantic	U2	Double Space Rack Shelf- Black Powder Coat	2	1
NA	Winsted	38111107	Control Room Console. Refer to Quote 38111107	NA	1
NA	Commercial	COVER (BK) 1.5	1 1/2" Desk Grommet- CO KVM Keyboard and Mouse	NA	1

NA	Everbilt	804284	3.5" Furniture Slides- For Console, 4 Pack	NA	2
NA	Comprehensive	RJ45B-BLK-50VP	RJ45 Cat6 Boots Black- 50 Pack	NA	2
NA	Belden	2413F 0101000	4/23 Plenum Cat6 Cable 0.285OD - Black 1000' Rolls	NA	3
NA	Belden	9451P	22AWG Plenum Mic Cable- Black 1000' Boxes	NA	2
NA	West Penn	WP-25819-1000-IY	Plenum RG59 HDSDI Video Cable 1000' - Ivory	NA	1
NA	Comprehensive	CAC-14-2/P-1000	14AWG Plenum Speaker Cable- White 1000' Roll	NA	1
NA	West Penn	CN-BM74-32	50 Pack BNC Connector for WP-25819-1000-IY	NA	1
NA	Safcord	4007-029	Cord and Cable Protector for Carpet (4" x 12', Black)	NA	1
NA	Panduit	HSTT12-48-Q	1/8" X 4' Black Heat Shrink for Audio Cable Dressing	NA	4
NA	Panduit	HSTT06-48-Q5	1/6" X 4' Black Heat Shrink for Audio Cable Dressing	NA	4
NA	Riptie	Q751RLBK	WrapStrap Plus Reusable Velcro Strap 1/2 x 75'	NA	1
NA	Hellerman Tyton	MB4SHA0C2	Square Black Cable Tie Mounts 1.115" 100 Pack	NA	1
NA	Hellerman Tyton	T18L0M4	8" Black Cable Ties- 100 Pack	NA	1
NA	Hellerman Tyton	T50L0C2	15.35" Black Cable Ties- 100 Pack	NA	1
NA	Black Box	FT8120A	White 3/16 x 8" Cable Zip Ties for Speakers - 100 Pk	NA	1
NA	Flexo	CCP0.75BK	5/8in to 1in Flexo Clean Cut Tubing 75ft Spool	NA	1
NA	Flexo	PTN1.25BK	3/4In-1 3/4In Expandable Tubing Black 50 Foot Roll	NA	1
NA	Neutrik	NC3MX	Male 3 Pin XLR Silver/Black- Web, ALD, BR Mixer	NA	3
NA	Neutrik	NC3FX	Female 3 Pin XLR Silver/Black- Mic & Wireless Out	NA	13
NA	Neutrik	NYS373-0	RCA Male Solder Connectors- Crestron Card Outputs	NA	4
NA	SFCable	P7B1-01-BLK	12" IEC Power Cables	NA	10
NA	SFCable	P7B1-015-BLK	18" IEC Power Cables	NA	10
NA	SFCable	P7B1-02-BLK	24" IEC Power Cables	NA	10
NA	Tripplite	RS-0615-R	Console Rack Mount Power Strips (Rack Rear)	1	4
NA	Tripplite	IBAR 12/20 ULTRA	Console Rack Mount Power Strips (Front Facing)	1	1
NA	Platinum Tools	PLAT-105020	Shielded EZ-RJ45 CAT5e/6 w/ Internal Ground 100pc	NA	1
NA	Panasonic	AV-SVCREMSUPP2H	2 Hrs Remote Training for Cameras and CTL Panel	NA	1

Total: \$0

Lake Park Commission Chambers and Control Room AV Equipment

<u>Item#</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description/Purpose</u>	<u>RU</u>	<u>Qty</u>	<u>Cost</u>	<u>Extended</u>
1-3	Panasonic	AW-UE150W	PTZ Cameras 20x Zoom- White	NA	3	\$8,888.00	\$26,664.00
NA	FEC	FEC-150GMW	Wall Mounts for AW-UE150W	NA	3	\$220.00	\$660.00
8	Panasonic	AW-RP150GJ5	Touchscreen PTZ Controller for AW-UE150W Cameras	NA	1	\$3,790.00	\$3,790.00
9	IDX	IDX IA-70A	Power Supply for AW-RP150GJ	NA	1	\$295.00	\$295.00
4-6	Geovision	GV-PA902BT	POE++ Inserters for AW-UE150W Cameras	NA	3	\$139.00	\$417.00
7	Dlink	DGS-1210-52-MP	48 Port 370w PoE+ Managed Switch w/ Rack Mount	1	1	\$819.00	\$819.00
10	Blackmagic	SWATEMP5W1ME4K	10 Input ATEM 1 M/E Production Studio	1	1	\$2,200.00	\$2,200.00
11	Blackmagic	SWPANELADV1ME	Blackmagic Design ATEM 1 M/E Advanced Panel	NA	1	\$2,730.00	\$2,730.00
12	AJA	FS1	Single CH SDI to Composite Converter w/ CC Pass	1	1	\$2,385.00	\$2,385.00
NA	Shure	MX418S/S	18" Gooseneck Mic- Switch/LED- 7 Dais, 1 Clerk	NA	8	\$184.00	\$1,472.00
NA	Shure	MX418/S	18" Gooseneck Mic- No Switch or LED- Podium	NA	1	\$184.00	\$184.00
NA	Shure	MX412D/S	12" Gooseneck Desktop Mic- Switch/LED- Staff Desk	NA	2	\$232.00	\$464.00
59	Shure	BLX2/SM58-H9	Mic Transmitter w/ SM58 (H9: 512 to 542 MHz)	NA	1	\$146.00	\$146.00
60	Shure	BLX88-H9	Dual-Channel Mic Receiver (H9: 512 to 542 MHz)	1	1	\$226.00	\$226.00
NA	Shure	URT2	Rack Tray For BLX88 (Under Clerk's Desk)	1	2	\$22.50	\$45.00
15	QSC	Core110F	Analog/Digital Audio Processor	1	1	\$2,345.00	\$2,345.00
56-58	QSC	I/O-8 Flex	Channel Expanders for Core 110F	1	3	\$1,169.00	\$3,507.00
NA	QSC	SLDAN16-P	16x16 Dante License	NA	1	\$297.00	\$297.00
16	Crown	NCDI4X300-U-US	4-Channel DriveCore Series Power Amplifier (300W)	2	1	\$1,299.00	\$1,299.00
18-21	JBL	CONTROL 28-1-WH	Indoor/Outdoor Speakers w/ 70v Xfmr (Pair, White)	NA	4	\$212.00	\$848.00
NA	JBL	MTC-28UB-1-WH	Mounting Brackets for CONTROL 28-1-WH	NA	8	\$30.00	\$240.00
23	Williams Sound	FM 557	Assistive Listening System- 4 Rcvrs, 2 Neck Loops	1	1	\$1,160.00	\$1,160.00
NA	Williams Sound	RPK 005	Rack Mount for FM 557	1	1	\$49.00	\$49.00
NA	Williams Sound	ANT 024	Antenna for FFM 557	1	1	\$159.00	\$159.00
63-65	Dell	JKDRF	PC- Zoom, Workstation, Xpanel- i5, 16GB, 256GB	1	3	\$1,020.00	\$3,060.00
81-83	Smof	SmofG01	Ground Loop Noise Isolator for PC Audio Outputs	NA	3	\$30.00	\$90.00
84-86	Ugreen	80864	USB to 3.5mm Adaptor for PC Audio Outputs	NA	3	\$12.00	\$36.00
NA	Tera Grand	DP-DPHDMI-06	6' Display Port to HDMI Cable- Work and Audio PC's	NA	2	\$22.00	\$44.00
NA	Tera Grand	DP-DPHDMI-10	10' Display Port to HDMI Cable- Work and Audio PC's	NA	2	\$20.00	\$40.00
NA	C2G	50193	3' Display Port to HDMI Cable- Xpanel PC to TP	NA	1	\$29.00	\$29.00
NA	Pearstone	USB-AB10	10' M-M A-B USB Cable- Xpanel PC to TP	NA	1	\$8.00	\$8.00
26	Blackmagic	BDLKWEBPTRPRO	Web Presenter for Zoom PC Audio/Video Input	1	1	\$440.00	\$440.00
NA	Blackmagic	CONVNTRM/YA/RSH	Rack Mount for Web Presenter	1	1	\$94.00	\$94.00
87	Blackmagic	CONVMCAUDS2	Audio Embedder for Web Presenter	NA	1	\$174.00	\$174.00
NA	Pearstone	USB31-3CMAM3	3' USB Cable A-B- Web Presenter	NA	1	\$18.00	\$18.00

28-29	Decimator	DD-12G-CROSS	HDMI 4K to SDI Converter- Zoom PC & DM Output	NA	2	\$499.00	\$998.00
30	Sandies	SAND-340-12	On-Air Light- Automatic on When Mics are Unmuted	NA	1	\$99.00	\$99.00
33	Blackmagic	HDL-AUDMON1RU12G	Rackmount Speakers	1	1	\$1,059.00	\$1,059.00
67	Feelworld	P173-9HSD-RM	17.3" Rack Mount Monitor for KVM Switch	6.3	1	\$640.00	\$640.00
32	Aten	CS19208	8 Port KVM Switch w/ DP In- DP or HDMI Out	1	1	\$979.00	\$979.00
NA	Pearstone	USB3-AB6	6' USB 3.0 A to B Cables for KVM Input	NA	3	\$9.00	\$27.00
NA	Pearstone	DP-DD1206	6' Display Port Cables for KVM Input	NA	3	\$12.00	\$36.00
NA	Tera Grand	DP-DPMM-25	Telecast 25' Display Port Cable for KVM Input	NA	1	\$29.00	\$29.00
NA	Pearstone	USB3-AB15	Telecast 15' A-B 3.0 USB Cable for KVM Input	NA	1	\$11.00	\$11.00
NA	Pearstone	USB3-AA10	Telecast 10' A-A 3.0 USB M-F for KVM Input	NA	1	\$9.00	\$9.00
NA	Pearstone	MMSA-106B	6' 3.5mm Cables- KVM Switch Inputs	NA	2	\$5.00	\$10.00
NA	Pearstone	MMSA-110B	10' M-M 3.5mm Cable- KVM Out to Rack Speaker	NA	1	\$6.00	\$6.00
NA	Pearstone	USB-AA3	M-F 3' USB Extensions for House PC Kbd&Mse	NA	2	\$3.50	\$7.00
NA	C2G	50606	18in (0.5m) High Speed HDMI® Cable- 4K 60Hz	NA	1	\$5.00	\$5.00
NA	C2G	56782	3ft (0.9m) High Speed HDMI® Cable- 4K 60Hz	NA	8	\$6.00	\$48.00
NA	C2G	50609	5ft (1.5m) High Speed HDMI® Cable- 4K 60Hz	NA	7	\$5.50	\$38.50
NA	C2G	56783	6ft (1.8m) High Speed HDMI® Cable- 4K 60Hz	NA	3	\$6.00	\$18.00
NA	C2G	56784	10ft (3m) High Speed HDMI® Cable- 4K 60Hz	NA	1	\$7.50	\$7.50
NA	Pearstone	HDA-A635	35ft Active High-Speed HDMI Cable- 4K 60Hz	NA	2	\$39.00	\$78.00
NA	C2G	26969	1ft Cat5e (UTP) Ethernet Network Cable - Black	NA	3	\$1.75	\$5.25
NA	C2G	15180	3ft Cat5e (UTP) Ethernet Network Cable - Black	NA	14	\$2.00	\$28.00
NA	C2G	15189	5ft Cat5e (UTP) Ethernet Network Cable - Black	NA	7	\$2.25	\$15.75
NA	C2G	00403	6ft Cat5e (UTP) Ethernet Network Cable - Black	NA	8	\$2.50	\$20.00
NA	C2G	15222	25ft Cat5e (UTP) Ethernet Network Cable - Black	NA	5	\$6.25	\$31.25
NA	C2G	20038	50ft Cat5e (UTP) Ethernet Network Cable - Black	NA	1	\$11.75	\$11.75
NA	Comprehensive	DISP-HD-3ST	DisplayPort to HDMI High Speed Cable (3')- Zoom PC	NA	1	\$15.50	\$15.50
NA	Tera Grand	RG59-FF-06	F-Type Coaxial Cable (Black, 6')- CR Comcast TV	NA	1	\$5.00	\$5.00
NA	Tera Grand	RG59-FF-25	F-Type Coaxial Cable (Black, 25')- CR Comcast TV	NA	1	\$8.00	\$8.00
NA	PSC	FPSC0010G	Transformer Barrel 600 Ohm- Ballroom Mixer Input	NA	1	\$55.00	\$55.00
NA	Pearstone	PM-03	3' M-F XLR Cable- 600 Ohm Transformer to BR Mixer	NA	1	\$9.50	\$9.50
63	CyberView	RPK617	17" LCD Touchscreen for System Control	6	1	\$1,599.00	\$1,599.00
NA	CyberView	K17-TPC-10	Capacitive Touch Option for RPK617	NA	1	\$499.00	\$499.00
41	Crestron	CP4	4 Series Control System	1	1	\$1,050.00	\$1,050.00
42	Crestron	DM-MD16X16-CPU3	16x16 DM Routing Frame	7	1	\$4,400.00	\$4,400.00
45-47	Crestron	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K Receiver with Scaler	NA	3	\$950.00	\$2,850.00
NA	Crestron	DMC-4KZ-C	DigitalMedia 8G+® 4K Input Card	NA	1	\$575.00	\$575.00
NA	Crestron	DMC-4KZ-HD	DigitalMedia 8G+® 4K Input Card	NA	4	\$420.00	\$1,680.00
NA	Crestron	DMC-4KZ-CO-HD	DigitalMedia 8G+® 4K Output Card	NA	2	\$950.00	\$1,900.00
NA	Crestron	DMC-4KZ-HDO	DigitalMedia 8G+® 4K Output Card With Scaler	NA	2	\$950.00	\$1,900.00
50	Crestron	DM-TX-4KZ-302-C	DigitalMedia 8G+® 4K Transmitter	NA	1	\$1,050.00	\$1,050.00
61-62	Crestron	AM-3100-WF	AirMedia Wireless Presentation System	NA	2	\$525.00	\$1,100.00
53	Crestron	TS-1070-B-S	10.1" Touch Screen for Clerk's Desk- Tabletop, Black	NA	1	\$1,550.00	\$1,550.00

NA	Legrand	PN05L08V	Wiremold 5/8" x 1 1/8" x 8' On Wall Conduit- Ivory	NA	46	\$2.95	\$135.70
NA	Legrand	PN05F06V	Cover Clip- Ivory	NA	33	\$1.75	\$57.75
NA	Legrand	PN05F11V	90 Degree Flat Elbow- Ivory	NA	11	\$2.00	\$22.00
NA	Legrand	PN05F15V	Tee- Ivory	NA	9	\$2.95	\$26.55
NA	Legrand	PN05F17V	Internal Elbow- Ivory	NA	10	\$2.00	\$20.00
NA	Legrand	PN05F18V	External Elbow- Ivory	NA	10	\$2.00	\$20.00
74	Avenview	HBT-C6POE-SP8	1x8 HDBaseT 4k HDMI Splitter	NA	1	\$1,490.00	\$1,490.00
75-80	Avenview	HBT-C6POE-R	HDBaseT PoE Cat5/6/7 Receiver	NA	6	\$300.00	\$1,800.00
33-34	Samsung	QN85Q60AAFZXZ	Q60A 85" Class HDR 4K UHD QLED TV 92LB BR	NA	2	\$2,175.00	\$4,350.00
68-73	Samsung	QN65Q60AAFZXZ	Q60A 65" Class HDR 4K UHD QLED TV 42LB CH	NA	6	\$960.00	\$5,760.00
36-37	Samsung	QN43Q60AAFZXZ	Q60A 43" Class HDR 4K UHD QLED TV 19LB CR	NA	2	\$560.00	\$1,120.00
38	Samsung	LU28R550UQNXZA	28" 4K IPS Monitor Black w/ Stand Clerk's Desk 16:9	NA	1	\$395.00	\$395.00
40	Vizio	D40F-G9	D-Series 40" Class Full HD Smart LED Multiviewer	NA	1	\$275.00	\$275.00
NA	Chief	RXT2	Tilting Mounts for Ballroom 85" Monitors	NA	2	\$135.00	\$2,700.00
NA	Chief	RLT2	Tilting Mounts for CR and CH Monitors	NA	8	\$120.00	\$960.00
NA	QVS	PC3PX-10	10' Extension Cords w/ 3 Outlets for CR Monitors	NA	2	\$20.00	\$40.00
39	Furman	CN-1800S	Power Sequencer for Console Power w/ RS-232	1	1	\$415.00	\$415.00
NA	Startech	C9PSM	DB9 Male Solder D-SUB Connector for Furman	1	1	\$5.00	\$5.00
NA	APC	SMX1500RM2UC	Smart-UPS 1500VA Rack Mount	2	2	\$880.00	\$1,760.00
NA	Middle Atlantic	ERK-4025LRD	19" Equipment Rack 40RU, 25" Deep, 74.13" Tall	40	1	\$625.00	\$625.00
NA	Middle Atlantic	ERK-RR40	Threaded Rear Rail Kit for Equipment Rack	NA	1	\$75.00	\$75.00
NA	Middle Atlantic	CBS-ERK-25R	Wheelbase for Equipment Rack	NA	1	\$205.00	\$205.00
NA	Middle Atlantic	ERK-VT	Vented Top for Equipment Rack	NA	1	\$59.00	\$59.00
NA	Middle Atlantic	PD-2415SC-NS	Power Strip 24-Outlet 15A for Equipment Rack & CD	NA	3	\$140.00	\$420.00
NA	Middle Atlantic	LBP-1.5	Lacing Bars 1.5" Offset 10 Pack	NA	1	\$75.00	\$75.00
NA	Middle Atlantic	LBP-1R4	Lacing Bars 4" Offset 10 Pack	NA	1	\$90.00	\$90.00
NA	Middle Atlantic	LBP-6R90	Lacing Bars 6" Offset 10 Pack	NA	1	\$95.00	\$95.00
NA	Middle Atlantic	LBP-10R90	Lacing Bars 10" Offset 10 Pack	NA	1	\$100.00	\$100.00
NA	Middle Atlantic	FEB1-CP12	Blank Panel 1RU- 12 Pack	1	2	\$90.00	\$180.00
NA	Middle Atlantic	FEB2	Blank Panel 2RU	2	11	\$12.00	\$132.00
NA	Middle Atlantic	HP	100 Pack 10x32x3/4" Rack Screws	NA	4	\$22.00	\$88.00
NA	Hammond	1421N100	10-32 Clip Nuts Black, Pack 100	NA	2	\$75.00	\$150.00
NA	Middle Atlantic	U1	Single Space Rack Shelf- Black Powder Coat	1	4	\$55.00	\$220.00
NA	Middle Atlantic	U2	Double Space Rack Shelf- Black Powder Coat	2	1	\$65.00	\$65.00
NA	Winsted	38111107	Control Room Console. Refer to Quote 38111107	NA	1	\$9,200.00	\$9,200.00
NA	Commercial	COVER (BK) 1.5	1 1/2" Desk Grommet- CO KVM Keyboard and Mouse	NA	1	\$6.00	\$6.00
NA	Everbilt	804284	3.5" Furniture Slides- For Console, 4 Pack	NA	2	\$9.50	\$19.00
NA	Comprehensive	RJ45B-BLK-50VP	RJ45 Cat6 Boots Black- 50 Pack	NA	2	\$11.00	\$22.00
NA	Belden	2413F 0101000	4/23 Plenum Cat6 Cable 0.285OD - Black 1000' Rolls	NA	3	\$725.00	\$2,175.00
NA	Belden	9451P	22AWG Plenum Mic Cable- Black 1000' Boxes	NA	2	\$445.00	\$890.00
NA	West Penn	WP-25819-1000-IY	Plenum RG59 HDSDI Video Cable 1000' - Ivory	NA	1	\$725.00	\$725.00
NA	Comprehensive	CAC-14-2/P-1000	14AWG Plenum Speaker Cable- White 1000' Roll	NA	1	\$345.00	\$345.00

NA	West Penn	CN-BM74-32	50 Pack BNC Connector for WP-25819-1000-IY	NA	1	\$80.00	\$80.00
NA	Safcord	4007-029	Cord and Cable Protector for Carpet (4" x 12', Black)	NA	1	\$59.00	\$59.00
NA	Panduit	HSTT12-48-Q	1/8" X 4' Black Heat Shrink for Audio Cable Dressing	NA	4	\$5.00	\$20.00
NA	Panduit	HSTT06-48-Q5	1/8" X 4' Black Heat Shrink for Audio Cable Dressing	NA	4	\$42.00	\$168.00
NA	Riptie	Q751RLBK	WrapStrap Plus Reusable Velcro Strap 1/2 x 75'	NA	1	\$19.00	\$19.00
NA	Hellerman Tyton	MB4SHA0C2	Square Black Cable Tie Mounts 1.115" 100 Pack	NA	1	\$23.00	\$23.00
NA	Hellerman Tyton	T18L0M4	8" Black Cable Ties- 1000 Pack	NA	1	\$6.50	\$6.50
NA	Hellerman Tyton	T50L0C2	15.35" Black Cable Ties- 100 Pack	NA	1	\$14.00	\$14.00
NA	Black Box	FT8120A	White 3/16 x 8" Cable Zip Ties for Speakers - 100 Pk	NA	1	\$7.00	\$7.00
NA	Flexo	CCP0.75BK	5/8in to 1in Flexo Clean Cut Tubing 75ft Spool	NA	1	\$38.00	\$38.00
NA	Flexo	PTN1.25BK	3/4In-1 3/4In Expandable Tubing Black 50 Foot Roll	NA	1	\$34.00	\$34.00
NA	Neutrik	NC3MX	Male 3 Pin XLR Silver/Black- Web, ALD, BR Mixer	NA	3	\$3.25	\$9.75
NA	Neutrik	NC3FX	Female 3 Pin XLR Silver/Black- Mic & Wireless Out	NA	13	\$3.50	\$4,550
NA	Neutrik	NYS373-0	RCA Male Solder Connectors- Crestron Card Outputs	NA	4	\$2.00	\$8.00
NA	SFCable	P7B1-01-BLK	12" IEC Power Cables	NA	10	\$3.50	\$35.00
NA	SFCable	P7B1-015-BLK	18" IEC Power Cables	NA	10	\$3.75	\$37.50
NA	SFCable	P7B1-02-BLK	24" IEC Power Cables	NA	10	\$3.95	\$39.50
NA	Tripplite	RS-0615-R	Console Rack Mount Power Strips (Rack Rear)	1	4	\$68.00	\$272.00
NA	Tripplite	IBAR 12/20 ULTRA	Console Rack Mount Power Strips (Front Facing)	1	1	\$155.00	\$155.00
NA	Platinum Tools	PLAT-105020	Shielded EZ-RJ45 CAT5e/6 w/ Internal Ground 100pc	NA	1	\$135.00	\$135.00
NA	Panasonic	AV-SVCREMSUPP2H	2 Hrs Remote Training for Cameras and CTL Panel	NA	1	\$245.00	\$245.00

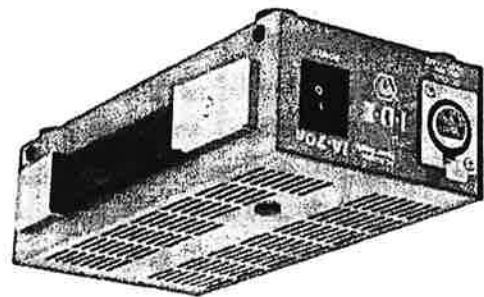
Total: \$124,165

# IA-70a 70W Power Supply



Compact and rugged AC power supply for professional production equipment.

Successor model for the popular IA-60a power supply



## IA-70a

The IA-70a is an upgraded version of the very popular IA-60a single output power supply. The output has been bumped up from 60W to 70W while keeping its dimensions. It now also has a higher range of output voltage adjustment, 14.3V~15.8V. The IA-70a still has the same rugged metal enclosure, built-in carrying handle, and automatic overload protection feature as the IA-60a.

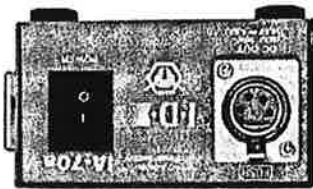
- 70W DC output via a 4-pin XLR connector

- Weighs just 1.65 lbs.

- Internal safety features will protect from overload damage.

- Adjustable output voltage from 14.3V to 15.8V.

- Universal AC100~240V input voltage for worldwide operation.



## Specifications

Input Voltage: AC100~240V 50Hz/60Hz

Power Consumption: 1.4~0.7A (Max 170VA)

DC Output: Max 70W (14.5V/4.8A)

DC Connector: XLR 4pin (1pin - /4pin +)

Operating Temperature: 32~104F

Dimensions: 3.54(w) x 1.97(h) x 7.48(d) inches

Weight: 1.65 lbs



IDX reserves the right to change the specifications contained herein without notice.  
For further information, email us at [idx.us@idx.tv](mailto:idx.us@idx.tv) or visit [www.idxtek.com](http://www.idxtek.com)

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# Panasonic

BUSINESS

**AW-UE150W** (White Model)  
**AW-UE150K** (Black Model)  
4K Integrated Camera

**AW-RP150GJ**  
Remote Camera Controller

## Panasonic's 4K 60p/50p\*<sup>1</sup> 12G-SDI Supported PTZ Camera the Industry's First\*<sup>2</sup>

**AW-UE150K**

**4K**  
PROFESSIONAL  
**HDR**  
For indoor use

**4K 60p/50p\*<sup>1</sup>** output supported for superior image quality

**75.1°** field of view for wide-angle shooting

Optical **20x** zoom

**AW-UE150W**

**AW-RP150GJ**

**Large touch panel** for easy usability

**New joystick** for flexible operability

\*<sup>1</sup> Actual output format is UHD (3840 x 2160) 59.94p/50p. \*<sup>2</sup> Internal investigation, Oct. 2018

# AW-UE150

## 4K 60p/50p\*1 Output, High-Magnification Zoom and Wide-Angle Shooting for Flexible Video Production



**AW-UE150W**  
4K Integrated Camera  
(White Model)



**AW-UE150K**  
4K Integrated Camera  
(Black Model)



\* Power supply not included. An AC adaptor or PoE + IRU is required.

The next-generation PTZ camera supports high-quality video production in stadium, lecture halls, churches and other venues. Smooth and high-quality 4K 60p/50p\*1, high-magnification zoom and a wide shooting angle expand the range of the PTZ camera's applications. The camera is equipped with a variety of interfaces and supports simultaneous 4K/HD operation which allows for versatility in current and future production systems.

### ► High-Quality 4K 60p/50p\*1 Shooting

3840 x 2160 4K output and 59.94p/50p\*1 shooting achieve extremely smooth video, even in live sports and other environments containing rapid movement.

#### ■ Output format

4K	2160/59.94p, 2160/50p, 2160/29.97p*2, 2160/25p*2, 2160/24p*2, 2160/23.98p*2
	1080/59.94p, 1080/50p, 1080/29.97p*2, 1080/29.97p*F, 1080/25p*2, 1080/25p*F, 1080/23.98p*2, 1080/24p*2, 1080/23.98p*F, 1080/23.98p*F, 1080/59.94i, 1080/50i
HD	720/59.94p, 720/50p

### ► 1.0-type MOS Sensor Mounted

The large 1.0-type MOS sensor enables high sensitivity shooting with low noise. The sensor boasts a light-capturing area that is approximately four times larger than that of the 1/2.3-type sensor to guarantee a wide dynamic range.

### ► Optical 20x Zoom / Industry's First\* 75.1° Horizontal Wide-Angle Shooting

Adding "i zoom" to our optical 20x zoom, maintains high resolution while enabling ultra-high resolution 32x zoom in HD mode and 24x zoom in 4K mode. This enables distant subjects to be captured clearly. Furthermore, 75.1° horizontal wide-angle shooting enables capture of the entire area, even when installation space is limited.

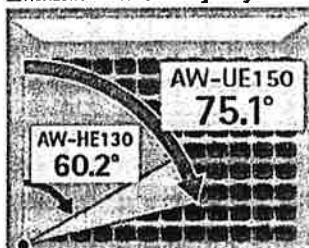
\* Internal investigation, Nov. 2018

#### ■ Optical 20x Zoom Image Quality



\* Images are simulated

#### ■ Horizontal 75.1° Shooting Range



Camera Position



### ► HDR (HLG) Support\*\*

The camera supports HDR (High Dynamic Range) to prevent blown-out highlights and blocked-up shadows and enable picture quality close to that of the naked eye. Conforms to BT.2020.



HDR Mode OFF



HDR Mode ON

\* Images are simulated

## ► Optical Image Stabilizer (OIS) Loaded

Vibrations of the mounted surface caused by doors opening and closing, audio systems and other installed equipment are automatically corrected to ensure stable shooting.

## ► Night Mode Support

Equipped with Night Mode for infrared shooting. The use of IR rays in low-light situations enables shooting in situations that would normally be difficult, such as when capturing wildlife (image output is black and white).



\* Images are simulated.

## ► Incredible Pan and Tilt Performance

Pan and tilt operate from a minimum speed of 0.08°/s to a maximum of 180°/s in high-speed mode. This is approximately 3 times the speed of our current product<sup>5</sup> for rapid capture of the intended target. Furthermore, a low noise level of NC35 or less has been ensured when operating in normal mode, which is perfect for shooting in quiet environments<sup>6</sup>.

### ■ Comparative Pan / Tilt Speeds

Our current product<sup>5</sup>

Minimum speed of 60°/s

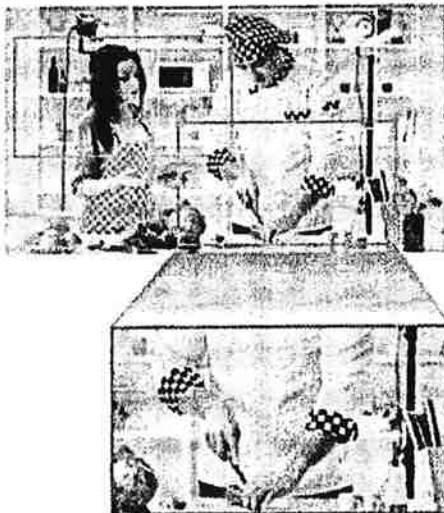
Approx.  
3 times  
the conventional  
speed

AW-UE150W/K

Maximum speed of 180°/s (in high-speed operation mode)

## ► Cropping Function

Images shot in 4K can be output in their entirety while simultaneously cropping parts of those images. The cropping position can be specified from a maximum of 3 locations to enable simple operation from the Remote Camera Controller AW-RP150GJ, a web browser or other operations screen.



\* Images are simulated.

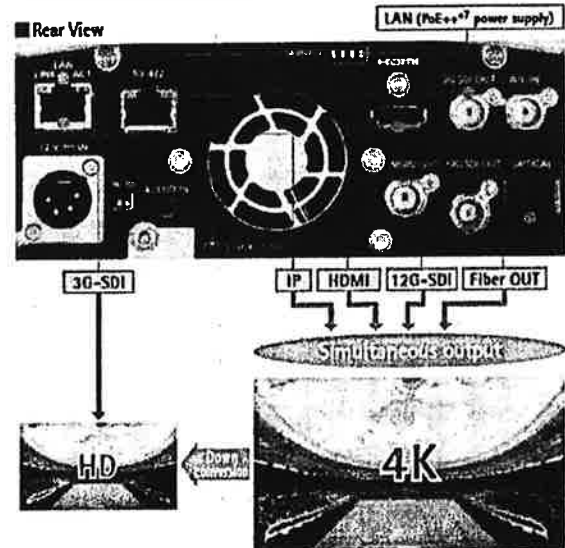


Equipped with a large Tally Lamp that is easy to see from a distance

## ► Multiple Interfaces Supported

A wide range of outputs are supported: 12G-SDI, 3G-SDI, HDMI, IP and even Optical Fiber output. The addition of 4K/HD simultaneous output guarantees the right output for the operation at hand. 4K video can be down converted to HD directly within the camera.

### ■ Rear View



\* Images are simulated.

\*1: Actual output format is UHD (3840 x 2160) 60.0p/50p.

\*2: Native output.

\*3: It denotes 1080/23.98p over 60.0p/50p.

\*4: The display color space does not completely comply with BT.2020. The color balance is shifted to display according to the BT.2020 color gamut.

\*5: Comparison with our current product, AW-UE130V/K.

\*6: Outfitness, stationary accuracy, etc., in high-speed mode may vary from normal mode.

\*7: Abbreviation of Power over Ethernet Plus Plus. Conforms to IEEE802.3bt.

### ► Adaptive Matrix prevents color overloaded from blue LEDs\*

Equipped with an Adaptive Matrix function that automatically controls matrix calculation coefficients. This enables shooting while preventing color overloaded, even during live events and on stages with strong blue LED lights.

\*Use may require a software version update.

### ► WEB UI Improved

Camera IP image output, settings and control can be performed using a web browser on a computer connected via an IP network. In addition to PCs and Macs, iPads, iPhones\*, Androids and other mobile devices can be used for operation, and this pursuit of easy-to-use interfaces has enabled smooth camera control from remote locations.

\*Use may require a software version update.

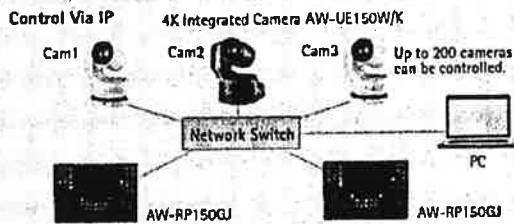
Camera control screen (Windows operation depicted)



\*For supported browsers, see specifications on page 10.

### ► AW-RP150GJ Connection for Large-Scale Production Systems

IP connection from the Remote Camera Controller AW-RP150GJ through a HUB (switching hub) enables control of up to 200 AW-UE150W/K units. Furthermore, a single AW-UE150W/K unit can be controlled from up to 5 AW-RP150GJ units.



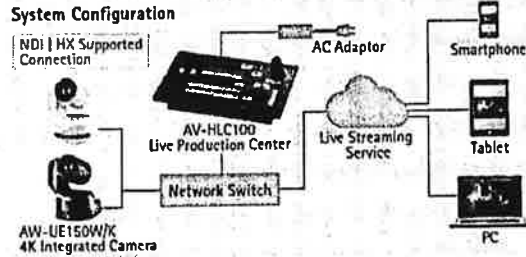
### ► Direct Broadcast via RTMP (Real-Time Messaging Protocol)

RTMP (Real-Time Messaging Protocol) is supported to enable direct upload of video to live-streaming services such as YouTube Live and Facebook Live. This means a live stream can be broadcast directly from the camera.



### ► NDI | HX Compatibility for Excellent Video Streaming Quality

The AW-UE150W/K can be upgraded to an NDI | HX compatible model if purchasing a license. Highly efficient NDI | HX compatibility enables high-quality video to be encoded and transmitted in real-time and input signals to be directly sent to a switcher (AV-HLC100) without the need for an IP decoder.



\*4K image output not supported in NDI|HX mode.

\*Contact your local Panasonic reseller for further information.

• NDI|HX, a technology of NewTek, Inc.

### ► JPEG Image Saving Function Equipped\*

Up to 100 still images can be captured and saved as JPEG files to the built-in camera memory.

\*Use may require a software version update.

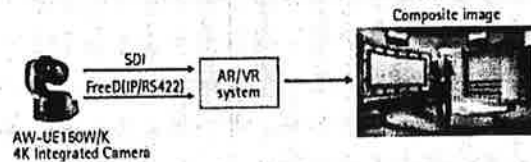
### ► FreeD Support for Construction of AR/VR Systems\*

Connection with AR/VR systems has been enabled via FreeD-compliant command output. Camera tracking information (pan/tilt/zoom/focus/iris) is output according to a synchronizing signal to facilitate construction of virtual systems without an encoder.

AR: Augmented Reality  
VR: Virtual Reality

\*Use may require a software version update.

Image of AR/VR system construction



\* Images are simulated.

## Optional Products

### PC Software for Remote Camera Support

#### Supporting Lecture Capture with Auto Tracking function

Auto Tracking Software Key  
Stand-Alone and Web App Versions

**AW-SF100**\*1

Server Version

**AW-SF200**\*1

2 Additional Licenses (for AW-SF200)

**AW-SF202**\*1

3 Additional Licenses (for AW-SF200)

**AW-SF203**\*1

A 30-day Free Trial is Available

- Motion detection and face detection technologies using video streaming from camera achieve smooth auto tracking regardless of where the person is facing. Installation of sensors and other devices are not necessary.
- GUI designed for intuitive operation.
- Operation with IP connection enables installation/control of cameras in remote classroom.
- AW-SF100 allows a single PTZ camera to be controlled on either a stand-alone or web application version. AW-SF200 operates on a server.
- The stand-alone version is easy to set up by installing software on a PC\*2 and connecting PTZ cameras.
- The web application version enables camera control from a tablet, smartphone, desktop PC, etc.
- AW-SF200 enables simultaneous auto tracking and centralized control of multiple cameras.\*3



AW-SF200 Main View

\*1: Use may require a software version update.

\*2: When the web application version is used, Auto Tracking Software needs to be installed on an HTTP server.

\*3: Up to four cameras per server can be controlled simultaneously.

\* Depending on the shooting environment, the system may not be able to detect or track the target correctly. Please use this software in an environment where the adjustment work can be performed by the operator to deal with errors in detection and auto tracking. \* There is a 30-day free trial available for the Auto Tracking Software. Please read carefully the precautions for this software and check if it works correctly in your operating environment before you purchase "Auto Tracking Software Activation Key". For further information, please see "Download / Software Download" on the Panasonic website <<https://pro-av.panasonic.net/>>.

\* The face recognition function is based upon the face recognition software developed by FUJ Corporation.

#### Control multiple PTZ Cameras from PC

PTZ Control Center Free software

- Video can be checked during centralized management of multiple cameras.
- Camera control enabled via GUI for image quality adjustment, pan, tilt, zoom, etc. Touch panel operations are supported.
- Clicking the preset button attached to thumbnails enables simple recall of presets.
- Pan, tilt, zoom and other operations can also be controlled using game controllers made by other companies.



Main screen

#### Software that converts PTZ camera on your network into Super Web cam

PTZ Virtual USB Driver Free software

- Remote cameras on the network can be used as USB cameras for simple execution of web meetings with high image quality.
- Camera control enabled via GUI for image quality adjustment, pan, tilt, zoom, etc. Touch panel operations are supported.
- Up to 5 cameras can be registered.
- Automatic detection of connected cameras and network settings enabled.

\* For further information on the optional software, please see "Download / Software Download" on the Panasonic website <<https://pro-av.panasonic.net/>>.

### Optional Products

As of March, 2019

Remote Camera Controller  
**AW-RP150GJ**



Remote Camera Controller  
**AW-RP50**\*4 \*5



Live Production Center  
**AV-HLC100**\*4



Remote Operation Panel (ROP)  
**AK-HRP1000GJ**\*4  
**AK-HRP1005GJ**\*4



Control Assist Camera  
**AW-HEA10W/K**\*4



Wireless remote control  
**AW-RM50G**

(\*AA\*, \*BB\* or \*LR01\* battery x2 are not included.)



\*4: Use may require a software version update.

\*5: Some operation functions are restricted during connection with the AW-UE150W/K.

#### <About power supply>

An AC adapter is not included with the AW-UE150W/K. An XLR4 pin 12 V capacity power supply is required to supply the rated power consumption (48 W) of this device.

# AW-RP150GJ

## Intuitive Camera Control for Ease of Use and One-Person Operation

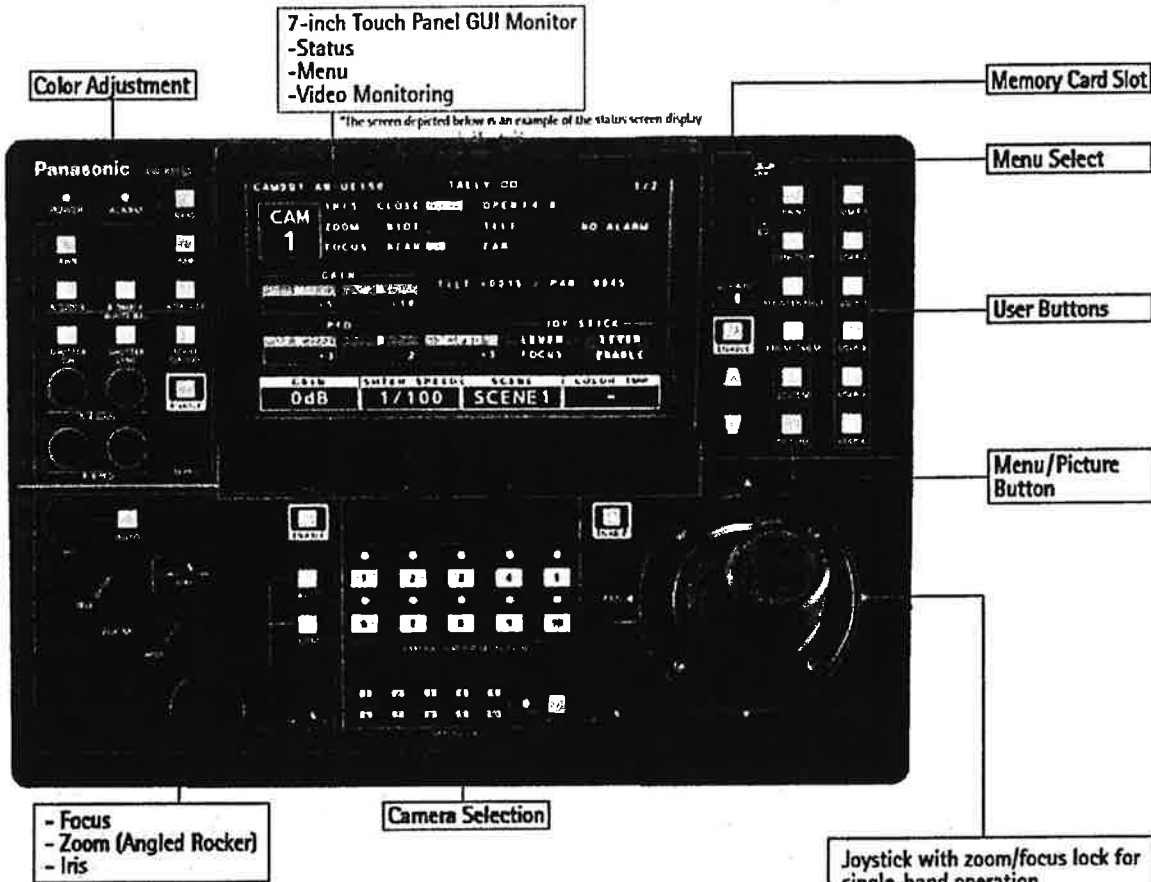


A ZOOM/FOCUS rocker mounted on the joystick manages pan and tilt operations for zoom and focus control and intuitive single-handed operation. The built-in touch display allows for easy and quick operation of all essential camera functions.

### AW-RP150GJ

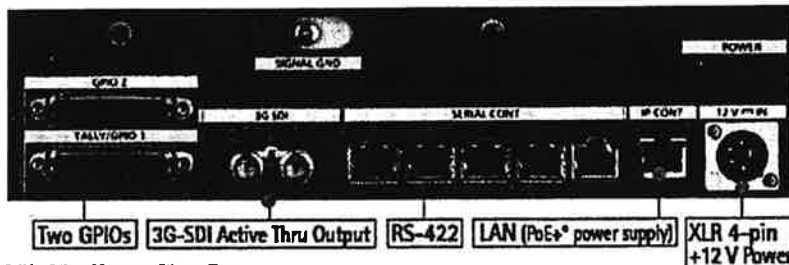
Remote Camera Controller

\* Power supply not included. An AC adapter or PoE + HUB is required.



### ► Rear View

PoE+\* support enables power supply via a LAN cable. Additionally, a dual system GPIO (general purpose input/output) terminal is equipped as standard.



\*Abbreviation of Power over Ethernet Plus.

Joystick with zoom/focus lock for single-hand operation



<About power supply>  
An AC adapter is not included with the AW-RP150GJ. An XLR4 pin 12 V capacity power supply is required to supply the rated power consumption (12 W) of this device.

## ▶ Touch Panel GUI for High-Quality Operability and Visibility

The touch panel GUI monitor supports camera image display during shooting as well as a variety of operations. The panel is equipped only with buttons that are frequently used, with menu and camera switching operations, indicators and other functions consolidated in the touch panel GUI.

■ Menu screen example



## ▶ Touch Focus Function Equipped

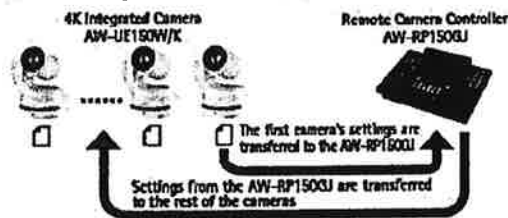
The focus is quickly aligned to the area touched by tapping the screen. In addition, the Focus in Red display assists with aligning focus by framing the part that is in-focus in red.

■ Focus assist (Focus in Red) screen example



## ▶ Camera Settings Copied to Multiple Cameras

Scene files, system settings files and other camera settings can be saved on the AW-RP150GJ SD card. These settings can then be copied to multiple cameras via the SD card. This massively reduces on-location setup time when shooting at events with large numbers of cameras.



## ▶ Smooth Creation of Cropped Images

The cropping function loaded on the AW-UE150W/K can be controlled from the AW-RP150GJ. Images output from the AW-UE150W/K to the monitor can be cropped in three different locations displayed with colored frames (yellow/green/magenta), and fine-tuned with the joystick as you watch. Required images can be cropped precisely and simply.

■ Cropping screen example



\*This screen is a monitor output image.

\*The image is a composite.

## ▶ Preset Memory for Simple Camera Control

Registration of the camera angle and other remote camera settings allows them to be easily recalled from the touch panel GUI monitor. The movement speed for play back the preset memory can be set by the specified speed or time.

### <Supported Presets>

- Pan and tilt position
- Zoom position
- Focus position
- Lens aperture (manual iris only)
- White balance settings
- Gain
- Crop position coordinates

## ▶ Tracing Memory for Memory and Recall of Camera Operations

The tracing memory function records a series of operation performed for the remote camera. Up to 5 minutes for 10 operations can be memorized for a single camera, and that trajectory can then be reproduced.

### <Supported Presets>

- Pan and tilt position
- Zoom position
- Focus position
- Lens aperture (manual iris only)
- White balance settings
- Gain

## ▶ Multiple-Camera Connection Supported for Large-Scale Systems

IP connection via a switching hub can be used to control up to 200 remote cameras. Up to 5 remote cameras can be controlled in a serial connection.

### ■ Remote Camera Controller AW-RP150GJ-Compatible Panasonic Remote Cameras

As of March, 2019

<p><b>For indoor use</b></p> <p>4K 60p/60p<sup>*)</sup> output, 75.1° horizontal wide-angle output shooting</p> <p>4K Integrated Camera AW-UE150W/K</p> 	<p><b>For indoor use</b></p> <p>IP transfer output, 1/2.86-type 3MOS sensor-equipped</p> <p>HD Integrated Camera AW-HE130W/K<sup>**</sup></p> <p>NDI   IIX Compatible Premium HD Integrated Camera AW-HN130W/K<sup>**</sup></p> 	<p><b>For indoor use</b></p> <p>HDMI, USB and IP transfer for 4K Image output</p> <p>4K Integrated Camera AW-UE70W/K<sup>**</sup></p> <p>NDI   IIX Compatible 4K Integrated Camera AW-UN70W/K<sup>**</sup></p> 
<p><b>For indoor use</b> High portability and workability</p> <p>HD Integrated Camera AW-HE40SW/SK (SDI Model)<sup>**</sup></p> <p>AW-HE40HW/HK (HDMI Model)<sup>**</sup></p> <p>NDI   IIX Compatible HD Integrated Camera AW-HN40HW/HK<sup>**</sup></p> 	<p><b>For indoor use</b></p> <p>HD Integrated Camera AW-HE38HW/HK<sup>**</sup></p> <p>NDI   IIX Compatible Entry-level HD Integrated Camera AW-HN38HW/HK<sup>**</sup></p> 	<p><b>For outdoor use</b></p> <p>High sensitivity, S/N ratio and resolution with IP65 waterproofing and dustproofing</p> <p>Full-HD Outdoor Integrated Camera AW-HR140<sup>**</sup></p> 

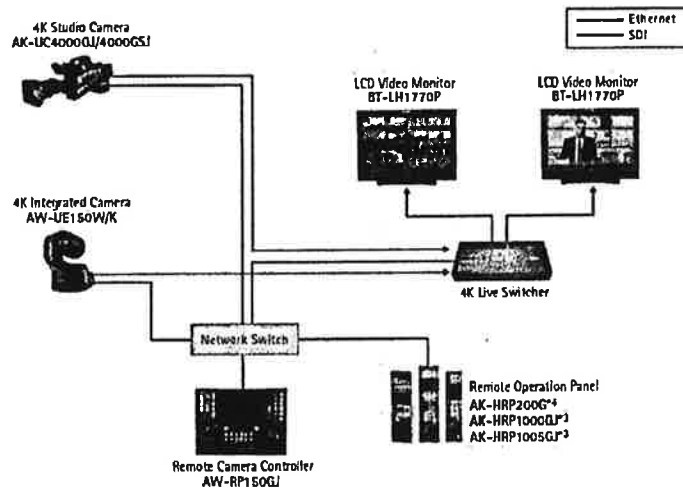
\*1: Actual output format is UHD (3840 x 2160) 50/59.94p/60p  
 \*\*2: The may require a software version update.

## Application Examples

### Application 01 4K Studio

#### Studio shooting of smooth, high-quality 4K 60p/50p<sup>\*1</sup> images

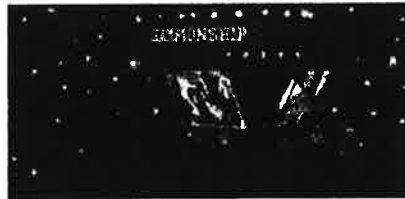
The AW-UE150W/K is capable of 4K 60p/50p<sup>\*1</sup> output for high-quality remote shooting in studio operations where high image quality is required. A large tally lamp has been equipped to make on-air cameras easily identifiable, even from far away.



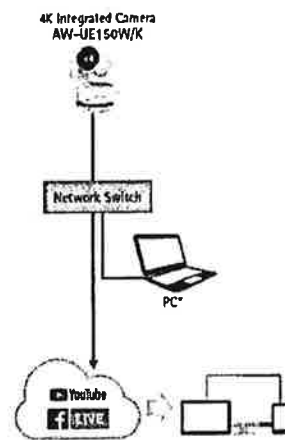
### Application 02 Live Streaming

#### RTMP and NDI|HX support<sup>\*2</sup> enable streaming workflow to be optimized to the situation

Video being shot from a single camera can be uploaded directly from the AW-UE150W/K to a live-streaming service via RTMP. For multi-camera setups, use NDI|HX<sup>\*2</sup> to connect to the Live Production Center AV-HLC100<sup>\*3</sup>. Multiple AW-UE150W/K units can be controlled from the AV-HLC100<sup>\*3</sup> for smooth live streaming.

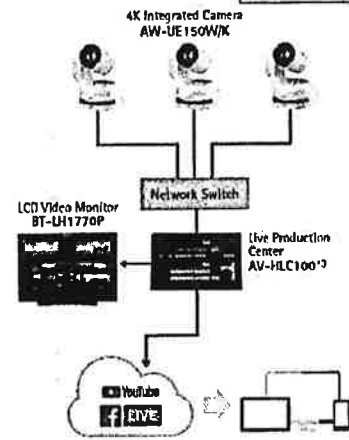


Example of connection using RTMP



\*A computer is required for server connection settings.

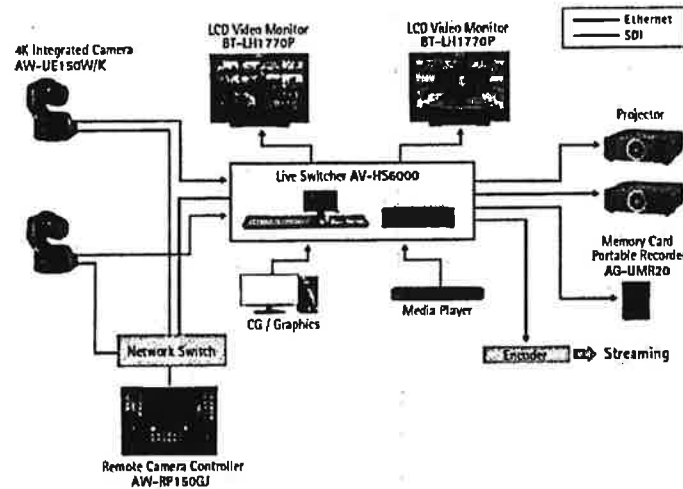
Example of connection using NDI|HX



### Application 03 Halls

#### High-magnification zoom and wide-angle shooting ensure targets are captured clearly in large venues

The large 1.0-type MOS sensor enables high-sensitivity shooting with little noise in halls and other dark locations. The optical 20x zoom further ensures that even far-away targets shot in large venues are captured clearly. 75.1° horizontal wide-angle shooting allows incredible flexibility in shooting location while still being able to capture the entire shot.

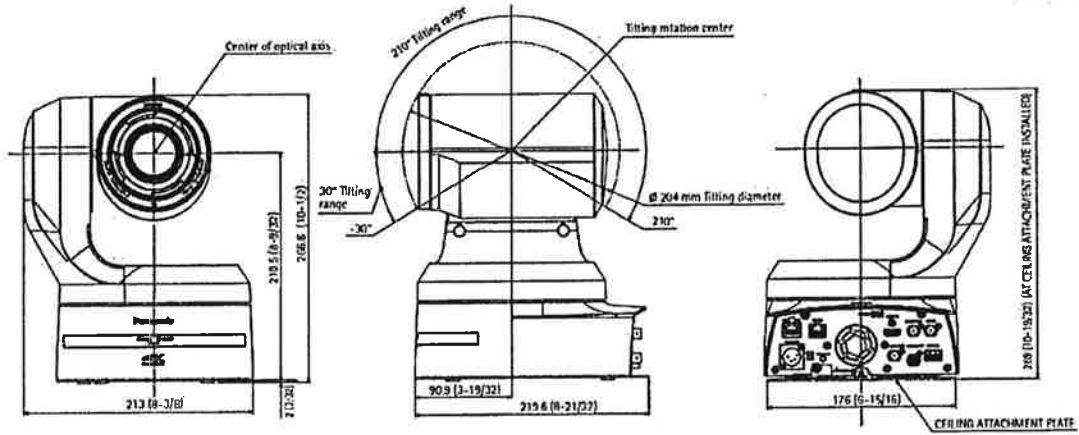


\*1: Actual output format is UHD (3840 x 2160) 50/59.94p/50p.  
 \*2: Contact your Panasonic sales representative for further details.  
 \*3: Use may require a software version update.  
 \*4: AW-UE150W/K not supported.



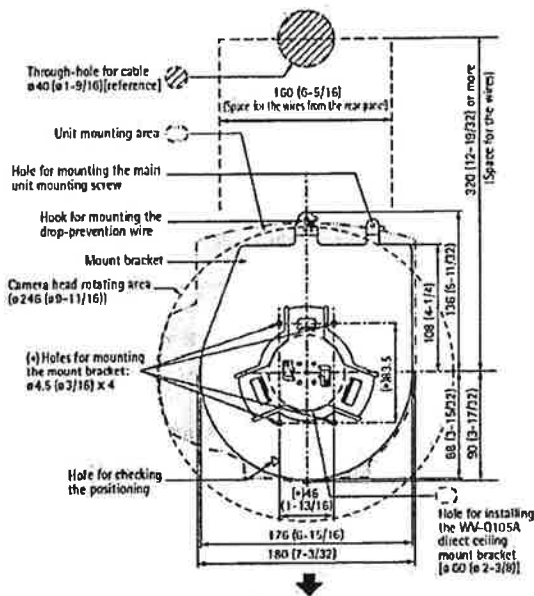
**AW-UE150W/K Dimensions**

Unit: mm (inches)



**AW-UE150W/K Bottom View**

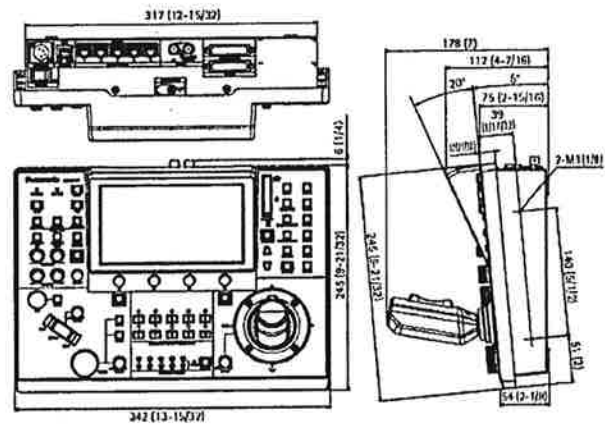
Unit: mm (inches)



The front panel of the unit on this side

**AW-RP150GJ Dimensions**

Unit: mm (inches)



## Specifications

### AW-UE150W/K

#### <GENERAL>

Power Requirements:	12 V DC (10.8 V In 13.2 V)
PoE++:	IEEE802.3bt standard; DC 42 V to 57 V (Camera Input)
Current Consumption:	4.0 A (XLR IN connector), 1.2 A (PoE++ power supply)
Ambient Operating Temperature:	0 °C to 40 °C (32 °F to 104 °F)
Ambient Operating Humidity:	20 % to 90 % (no condensation)
Storage Temperature:	-20 °C to 50 °C (-4 °F to 122 °F)
Mass:	Approx. 4.2 kg (9.24 lb) (excluding mount bracket)
Dimensions (W x H x D):	213 mm x 267 mm x 219 mm (8-3/8 inches x 10-1/2 inches x 8-5/8 inches) (excluding protrusions, direct ceiling mount bracket)
Finish:	AW-UE150WP/AW-UE150WE: Pearl white AW-UE150KP/AW-UE150KE: Black
Controller Supported:	AW-RP150GJ, AW-RP50*, AK-HRP1000GJ**, AK-HRP1005GJ**

#### <Camera Unit>

Imaging Sensors:	1-type 4K MOSx1
Lens:	Motorized Optical 20x zoom, F2.8 to F4.5 [F4.8 mm (1/32 inches) to 176.0 mm (6-15/16 inches); 35 mm (1-3/8 inches) equivalent; 24.5 mm (31/32 inches) to 490.0 mm (19-9/32 inches)]
Zoom:	• Optical zoom: 20x • i.Zoom: LHD 24x, FHD 32x • Digital zoom: 10x
Conversion Lens:	Not supported
Angle of View Range:	Horizontal angle of view: 75.1° (wide) to 4.0° (tele) Vertical angle of view: 46.7° (wide) to 2.3° (tele) Diagonal angle of view: 82.8° (wide) to 4.6° (tele)
Optical Filter:	Through, 1/4, 1/16, 1/64, IR through (IR through is used as "Night mode")
Focus:	Switching between auto and manual
Focus Distance:	Entire zooming range: 1000 mm (3.3 ft) Wide end: 100 mm (0.33 ft)
Color Separation Optical System:	1MOS
Standard Sensitivity:	F9, 2000 lx (When normal mode is selected)
Minimum Illumination:	2 lx (F2.8, 59.94p, 50IRE, 42 dB, without accumulation)
S/N:	60 dB or more
Horizontal Resolution:	1600 TV lines Typ (Center area)
Gain Selection:	Auto, 0 dB to 36 dB** Super Gain function equipped: 37 dB to 42 dB
Frame Mix**:	0 dB, 6 dB, 12 dB, 18 dB, 24 dB
Electronic Shutter Speed:	59.94p/59.94i 1/60, 1/100, 1/120, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/8000, 1/10000 29.97p 1/30, 1/60, 1/100, 1/120, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/8000, 1/10000 23.98p/24p 1/24, 1/48, 1/60, 1/100, 1/120, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/8000, 1/10000 50p/50i 1/60, 1/100, 1/120, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/8000, 1/10000 25p 1/25, 1/50, 1/60, 1/100, 1/120, 1/250, 1/500, 1/1000, 1/2000, 1/4000, 1/8000, 1/10000
Synchro Scan:	59.94p/59.94i 60.00 Hz to 7200 Hz 29.97p 30.00 Hz to 7200 Hz 23.98p/24p 24.00 Hz to 7200 Hz 50p/50i 50.00 Hz to 7200 Hz 25p 25.00 Hz to 7200 Hz
Gamma:	HD / FILM LIKE 1 / FILM LIKE 2 / FILM LIKE 3 / FILM REC / VIDEO REC / HLG
White Balance:	ATW : 3200K, 5600K ATW Speed : Normal / Slow / Fast AWB : AWB-A / AWB-B VAR (selectable between 2000K and 15000K by designating a value)
Chrom. Amount Variability:	OFF, -89 % to 99 %
Scene File:	Scene 1, Scene 2, Scene 3, Scene 4
Output Format:	4K 2160/59.94p, 2160/50p, 2160/29.97p**, 2160/25p**, 2160/24p**, 2160/23.98p** HD 1080/59.94p, 1080/50p, 1080/29.97p**, 1080/29.97pF, 1080/25p**, 1080/25pF, 1080/23.98p**, 1080/24p**, 1080/23.98p**, 1080/23.98pF, 1080/59.94i, 1080/50i, 720/59.94p, 720/50p

#### <Synchronization System>

	Internal / External synchronization (BBS / Tri-level sync)
<INPUT>	
Input Connector:	DC 12 V IN, G/L IN (BNC) • BBS (Black Burst Sync), Tri-level sync supported

#### <OUTPUT>

Video Output:	HDMI	HDMI 2.0 standard 4:2:2/10bit • HDCP is not supported. • Viera Link is not supported.
	12G-SDI OUT	SMPT-E 2082-1 standard / 75 Ω (BNC x 1)
	3G-SDI OUT	SMPT-E 292 / 75 Ω (BNC x 1) • Level-A/Level-B supported
	MONI OUT	SMPT-E 292 / 75 Ω (BNC x 1)
	Optical Fiber	SFP+ standard Single Fiber • The signal sent is the same as 12G-SDI OUT. • This unit does not support input by optical signals.

#### <INPUT/OUTPUT>

Input / Output Connector:	LAN	LAN connector for IP control (RJ-45)
	RS-422	CONTROL IN RS-422A (RJ-45)
	MIC/LINE input	• 3.5 mm stereo mini jack Input impedance: High impedance • During MIC input Supported mic: Stereo mic (plug-in power, on/off switching via menu) Supply voltage: 2.5 V ± 0.5 V Mic input sensitivity: Approx. -40 dBV ± 3 dBV (0 dB = 1 V/Pa, 1 kHz) • During LINE input Input level: Approx. -10 dBV ± 3 dBV

#### <Pan-tilt Head Unit>

Camera/Pan-Tilt Head Control:	IP connecting cable • LAN cable** : (category 5e or above, straight cable / crossover cable) max. 100 m (328 ft)  AW protocol connecting cable LAN cable** (category 5e or above, straight cable) max. 1000 m (3280 ft)
Installation Method:	Stand-alone (Desktop) or suspended (Hanging)**
Pan/tilt Operation Speed:	Minimum speed 0.08°/s Maximum speed 60°/s or higher** • Maximum speed is 180°/s in high-speed mode
Panning Range:	±175°
Tilting range:	-30° to 210°**
Quietness:	NC35 or less

#### <Supported operating systems and web browsers\*\*>

Supported operating systems and web browsers:	Windows	Microsoft® Windows® 7, 10 Windows® Internet Explorer® 11 (64-bit/32-bit) Microsoft Edge Google Chrome
	Mac	Mac OS 10.13, Mac OS 10.12, Mac OS 10.11, Safari 11, Google Chrome
	iPhone / iPad	iOS 11.4.1 Google Chrome

#### <IP Streaming>

Image Streaming Mode:	JPEG (MJPEG), H.264, H.265
Image Resolution:	3840x2160, 1920x1080, 1280x720, 640x360, 320x180
Image Transmission setting (JPEG):	Frame Rate: Maximum 30 fps Image quality (Fine / Normal)
Image Transmission Setting (H.264):	■ Image quality (Motion priority / Image quality priority) LHD 60 fps / 50 fps ■ Transmission Type: Unicast port (AUTO) Unicast port (MANUAL) Multicast port ■ Transmission Priority Constant bit rate Frame rate Best effort

Image Transmission Setting (H.264):	<ul style="list-style-type: none"> <li>■ Frame Rate               <ul style="list-style-type: none"> <li>[60Hz]</li> <li>5fps/15fps/30fps/60fps (UHD: 30fps, 60fps)</li> <li>[50Hz]</li> <li>5fps/12.5fps/25fps/50fps (UHD: 25fps, 50fps)</li> </ul> </li> <li>■ Max Bit Rate               <ul style="list-style-type: none"> <li>HD : 512kbps/768kbps/1024kbps/1536kbps/2048kbps/3072kbps/4096kbps/6144kbps/8192kbps/10240kbps/12288kbps/14336kbps/16384kbps/20480kbps/24576kbps/32768kbps/40960kbps/51200kbps/76800kbps</li> <li>UHD: 12800kbps/25600kbps/51200kbps/76800kbps</li> </ul> </li> </ul>
Image Transmission Setting (H.265):	<ul style="list-style-type: none"> <li>■ Image Transmission Type:               <ul style="list-style-type: none"> <li>Unicast port (AUTO)</li> <li>Unicast port (MANUAL)</li> <li>Multicast port</li> </ul> </li> <li>■ Frame Rate               <ul style="list-style-type: none"> <li>[60Hz] 30fps</li> <li>[50Hz] 25fps</li> </ul> </li> <li>■ Max Bit Rate               <ul style="list-style-type: none"> <li>8192kbps/12800kbps/25600kbps/51200kbps/76800kbps</li> </ul> </li> </ul>

Audio Compression Type:	AAC-LC, 48 kHz / 16 bit / 2ch
Supported Protocol:	<ul style="list-style-type: none"> <li>■ IPv6 : TCP / IP, UDP / IP, HTTP, HTTPS, DNS, NTP, DHCPv6, RTP, MLD, ICMP, ARP, RTMP</li> <li>■ IPv4 : TCP / IP, UDP / IP, HTTP, HTTPS, RTSP, RTP / RTCP, DHCP, DNS, DDNS, NTP, UPnP, IGMP, ICMP, ARP, RTMP</li> </ul>

**<Other Function>**

NDI support**:	NDI   HX
Tally LED display color:	red / green

\*1: Use may require a software version update. \*2: 1 dB step increments can be set. \*3: This cannot be configured when the format is 2160/29.97p, 2160/23.98p, 2160/24p, 2160/25p, 1080/29.97p, 1080/23.98p(59.94), 1080/29.97p, 1080/23.98p, 1080/25p, 1080/25p. \*4: Native output. \*5: It denotes "1080/23.98p over 59.94". \*6: Use of an STP (shielded twisted pair) cable is recommended. \*7: Category 6 or more is used when sending 4K images. \*8: To ensure safety, the unit must be secured using the mount bracket supplied. \*9: Quietness, stationary accuracy, etc., in high-speed mode may vary from normal mode. \*10: Depending on the pan or tilt position, the camera may be reflected in the image. \*11: Supported OS indicated are for browsers current as of October 2018. See "Service and Support / PASS" on the Panasonic website (<https://pro-av.panasonic.net/en/>) for the latest information on browser support. \*12: Contact your local Panasonic vendor for further information.

**AW-RP150GJ****<GENERAL>**

Power Requirements:	12 V DC (10.8 V to 13.2 V)
PoE+:	IEEE802.3at standard: DC 42 V to 57 V (Camera Input)
Current Consumption:	1.0 A (Connector Input) 0.6 A (PoE+ power supply)
Ambient Operating Temperature:	0 °C to 40 °C (32 °F to 104 °F)
Allowable Humidity:	20% to 90% (no condensation)
Storage Temperature:	-20 °C to 50 °C (-4 °F to 122 °F)
Weight:	Approx. 3.2 kg (7.05 lb)
Dimensions (W x H x D):	342 mm x 178 mm x 245 mm (13-15/32 inches x 7 inches x 9-21/32 inches) (excluding protrusions)
Connection Supported Equipment:	IP/RS422 AW-UE150W/K, AW-HR140*, AW-HE130W/K*, AW-HN130W/K*, AW-UE70W/K*, AW-UN70W/K*, AW-HE40 Series*, AW-HR40H/HK*, AW-HE38H/HK*, AW-HN38H/HK*

**<Input/Output Connectors>**

Input:	DC 12 V IN XLR 4-pin
	3G-SDI IN SMPTE292 / 75 Ω (BNC x 1) Supported formats: 1080/59.94p*, 1080/50p*, 1080/59.94i, 1080/50i, 1080/23.98p, 1080/25p, 1080/23.98p, 1080/25p
Output:	ACTIVE THRU OUT SMPTE292 / 75 Ω (BNC x 1)
Input/Output:	IP CONT 100BASE-TX PoE+ input Connection cable: LAN cable, max. 100 m (328 ft) • When connecting the unit via a switching hub: Straight cable or a cross cable (category 5 cable), STP (Shielded Twisted Pair) cable recommended • When connecting the unit directly: Crossover cable (category 5 cable), STP (Shielded Twisted Pair) cable recommended
	SERIAL CONT RS-422 (control signals for remote cameras), TALLY OUT (RJ-45): Connecting cable: Straight cable (category 5e or better shielded cable), max. 1000 m (3280 ft) TALLY OUT: Open collector output (negative logic) Maximum voltage resistance DC 24 V, Maximum current 50 mA

Input/Output:	TALLY/GPIO 1	D-sub 25-pin, female, inch thread TALLY IN : 10 inputs (for receiving photocoupler signals) GPI : 6 inputs (for receiving photocoupler signals) GPIO : 5 inputs (for receiving photocoupler signals) or 5 outputs (open collector outputs, negative logic) • Input/output switched with menu settings
	GPIO 2	D-sub 25-pin, female, inch thread GPI : 10 inputs (for receiving photocoupler signals) GPIO : 10 inputs (for receiving photocoupler signals) or 10 outputs (open collector outputs, negative logic) • Input/output switched with menu settings Reserve connectors: 2 connectors (For future expansion feature)

LCD Display:	7-Inch Touch Panel GUI Monitor (WVGA (800x480))
SD Memory Card Slot :	SDHC / SDXC Memory Card Slot x 1

**<Connection Specifications >**

No. of Connectable Cameras:	200 (IP), 5 (RS422)
No. of Camera Selection Buttons:	10
No. of Camera Groups:	20 (10 units per 1 group)

**<Memory>**

Preset Memory:	No. of memory presets	100
Tracing Memory:	No. of cameras	Cam 1 to Cam 10
	Recording time, no. of memory settings	Maximum 5 min. total per camera, maximum of 10 settings per camera

**<Other Functions>**

No. of User Assignable Buttons:	6 + up to 10 on the LCD menu
Pan / Tilt Speed Adjustment:	7 levels
Tally LED Display Color:	green / red

\*1: Use may require a software version update.  
\*2: Level-A support only.

**Compatible Third-Party Equipment**

**Finisar Corporation**

8G Fibre Channel (8GF) 10km SFP+ Optical Transceiver  
**FTLF1428P3BNV**  
 Operation verified in Oct. 2019



16G Fibre Channel (16GF) 10km SFP+ Optical Transceiver  
**FTLF1429P3BNV**  
 Operation verified in Oct. 2018



**AJA Video Systems**

1-Channel Single-Mode LC Fiber to 12G-SDI Receiver  
**FIDO-R-12G**  
 Operation verified in Oct. 2018



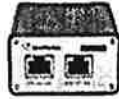
**Blackmagic Design**

Teranex Mini Optical to HDMI 12G  
 Operation verified in Oct. 2019



**GeoVision Inc.**

PoE Adapter  
**GV-PA901**  
 Operation verified in Feb. 2019



**PLANET Technology Corp.**

Layer 3 8-Port 10/100/1000T 802.3bt PoE + 2-Port 10/100/1000T + 2-Port 10G SFP+ Managed Switch  
**GS-5220-8UP2T2X**  
 Operation verified in Oct. 2018



- \*<Finisar Corporation> <https://www.finisar.com/how-buy>
- \*<AJA Video Systems, Inc.> TEL: +1-530-274-2048 MAIL: Sales@aja.com <https://www.aja.com/where-to-buy>
- \*<Blackmagic Design> TEL: +61 3 9062 4770 <https://www.blackmagicdesign.com/company>
- \*<GeoVision Inc.> TEL: +886-2-8797-8376 MAIL: sales@geovision.com.tw
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# Panasonic

**Panasonic Corporation**  
 Connected Solutions Company

2-15 Mabuchi-cho, Kadoma, Osaka 571-8503 Japan



Factories of AVC Networks Company have received ISO 14001:2004 and Environmental Management System certification. (Except for 3rd party's equipments.)



For more information, please visit Panasonic web site  
<https://pro-av.panasonic.net/en/qr/>



Broadcast and Professional AV Website



Contact Information



Facebook



Mobile App

# Q60A TV



## PRODUCT HIGHLIGHTS

- 100% Color Volume with Quantum Dot<sup>1</sup>
- Dual LED Backlight
- Quantum HDR
- AirSlim Design
- Quantum Processor 4K Lite

## SIZE CLASS

85"	75"	70"	65"	60"
85Q60A	75Q60A	70Q60A	65Q60A	50QN90A
55"	50"	43"		
55Q60A	50Q60A	43Q60A		



Enter a world saturated with color and sharpened to refreshing clarity, all of it made possible through the power of Quantum Dot technology.

## KEY FEATURES

### Picture

- 4K UHD
- Dual LED
- Quantum HDR
- Quantum Processor 4K Lite
- 100% Color Volume with Quantum Dot
- Supreme UHD Dimming
- Motion Xcelerator
- Auto Game Mode (ALLM)
- Super Ultrawide GameView & Game Bar<sup>2</sup>

### Design

- AirSlim Design
- Titan Gray Float Lift Stand

### Smart Features

- Smart TV Powered by Tizen
- Universal Guide
- Ambient Mode<sup>3</sup>
- Multiple Voice Assistants<sup>4</sup>
- TV Plus
- Multi View<sup>5</sup>

- SolarCell Remote™<sup>6</sup>
- SmartThings Compatible<sup>7</sup>
- Samsung Health<sup>8</sup>
- PC on TV<sup>9</sup>

### Connections

- 3 HDMI Connections<sup>10</sup>
- eARC
- 2 USB Connections
- LAN Port
- 802.11AC built-in Wi-Fi
- Bluetooth®
- IP Control Support<sup>11</sup>
- Optical Audio Output Port

### Audio

- Object Tracking Sound Lite™
- Q-Symphony<sup>12</sup>
- Adaptive Sound
- Dolby® Digital Plus
- 20 Watt 2 Channel

### Included Accessories

- SolarCell Remote™ (TM-2180E)

### Industry Certifications

- CTA 4K UHD Connected
- Filmmaker Mode

<sup>1</sup>QLED televisions can produce 100% Color Volume in the DCI-P3 color space, the format for most cinema screens and HDR movies for television. <sup>2</sup>Best experience with games supporting UltraWide GameView. <sup>3</sup>Background feature accuracy may vary based on TV location and is dependent on wall designs, patterns and/or colors. <sup>4</sup>SmartThings app on a mobile device (Android, iOS) is required for some functionality. App features may be limited at launch; please continue to check for updates. <sup>5</sup>Amazon, Alexa, and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Google and YouTube are trademarks of Google LLC. This service may not yet be available at the time of purchase of this product. Apple and related marks and logos are trademarks of Apple Inc. This Samsung TV supports AirPlay 2 and requires iOS 12.3 or later or macOS 10.14.5 or later. <sup>6</sup>Feature availability will vary by mobile device. <sup>7</sup>Remote color and design may vary by model. <sup>8</sup>SmartThings compatible devices only. SmartThings app download may be required. <sup>9</sup>Subscriptions may be required for some services. <sup>10</sup>Compatible with certain PC and mobile devices. For a complete list of compatible devices, please refer to [samsung.com](http://samsung.com) for more information. <sup>11</sup>HDMI-CEC (Consumer Electronics Control) facilitates convenient control functions with compatible devices. <sup>12</sup>Requires third-party control system installation. See [www.samsung.com/us/business/custominstall](http://www.samsung.com/us/business/custominstall). <sup>13</sup>Samsung Symphony is compatible with 2020 and 2021 Samsung QLED. For a complete list of compatible models, please refer to [samsung.com](http://samsung.com) for more information.

**SAMSUNG**

SEE BACK FOR DETAILS

# Q60A TV

## KEY FEATURES (page 1 of 2)

### PICTURE

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#### 4K UHD

See what you've been missing on a crisp, clear picture that's 4X the resolution of Full HD.

#### Dual LED

Embrace every bold detail delivered by dedicated warm and cool LED backlighting that dynamically enhances contrast.

#### Quantum HDR

Add rich depth and color to your picture with a unique technology that analyzes each image and dynamically adjusts the contrast.

#### Quantum Processor 4K Lite

Optimize content for QLED with an ultra-fast processor that transforms what you watch into stunning 4K.

#### 100% Color Volume with Quantum Dot

Get a billion brilliant colors that stay true even in bright scenes.

#### Supreme UHD Dimming

Precisely scans an incredible amount of zones across the entire image and adjusts brightness to deliver deeper darks and brighter whites.

#### Motion Xcelerator

Action-packed movies, sports and games are smooth and crisp with minimized motion blur.

#### Ultra Viewing Angle

No matter where you sit, every seat is the best seat with a clear, vibrant picture.

#### Auto Game Mode (ALLM)

Game faster with an optimized screen that gives you more control with dramatically less lag.

#### Super Ultrawide GameView & Game Bar

Built-in compatibility with multiple aspect ratios helps you level up your PC gaming and more.

### DESIGN

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#### AirSlim Design

Sleek and slim, with minimalist details to enhance your space.

### SMART FEATURES

---

#### Smart TV Powered by Tizen

Go beyond Smart TV with next-gen apps, streaming services, advanced controls, and more.

#### Universal Guide

Get tailored recommendations for streaming and live TV all in one place with a simple on-screen guide.

#### Ambient Mode

Turn the blank screen into a display for captivating photos that play to your aesthetic.

#### Multiple Voice Assistants

Go beyond Smart TV with next-gen apps, streaming services, advanced controls, voice assistances, and more.

#### TV Plus

Enjoy subscription-free TV, movies, sports with 150 channels and growing.

#### Multi View

Stream your favorite TV show and mirror your compatible phone all on one screen, with multiple sound and layout options.

#### SolarCell Remote™

The rechargeable SolarCell Remote makes it easy to access and control all of your compatible connected devices with one simple remote.

#### SmartThings Compatible

Seamlessness is simple with SmartThings that automatically detects, instantly connects to, and intuitively presents all your compatible devices around your TV.

#### Samsung Health

Master your wellness routine with content from fitness partners and daily stats from the Samsung Health app.

#### PC on TV

Easily access your compatible PC, laptop, and mobile content seamlessly on your TV.

**SAMSUNG**

# Q60A TV

## KEY FEATURES (page 2 of 2)

### CONNECTIONS

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#### HDMI

Connect up to 3 devices with HDMI.

#### Wi-Fi

Enjoy your favorite on-demand content seamlessly through your existing network with built-in Wi-Fi (802.11AC).

### AUDIO

---

#### Object Tracking Sound Lite™

Jump into 3D sound with strategically placed audio that puts the action around you.

#### Q-Symphony

Relive the cinema experience with rich, synchronized sound that flows from your TV and sound bar in perfect harmony.

#### Adaptive Sound

Dialogue, music, and special effects come through clearly with sound that's automatically optimized from scene to scene.

#### Dolby® Digital Plus

Enjoy the ultimate digital sound quality on all of your favorite movies, TV shows and streaming content. Dolby Digital Plus optimizes your entertainment experience with enhanced sound richness and clarity.

### INCLUDED ACCESSORIES

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SolarCell Remote™ TM-2180E

### INDUSTRY CERTIFICATIONS

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#### CTA 4K UHD Connected

All Samsung 2021 4K UHD and QLED televisions comply with the CTA 4K Ultra High-Definition Connected definition requirements. The trade organization known as the Consumer Technology Association (CTA™) is considered an industry authority on engineering standards for consumer electronics in the United States. Visit [www.cta.tech](http://www.cta.tech) for more information.

#### Filmmaker Mode

Watch your movies and TV shows the way the filmmakers intended. This new picture mode preserves the director's creative intent and provides a cinematic experience.

**SAMSUNG**

# Q60A TV

## MODELS

**MODEL:** QN85Q60A  
**ORDER CODE:** QN85Q60AAAFXZA

**SCREEN SIZE CLASS:** 85"

**SCREEN DIAGONAL MEASUREMENT:** 84.5"

**UPC CODE:** 887276504988

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 74.8 x 42.8 x 1.1
- **TV WITH STAND:** 74.8 x 44.5 x 15.6
- **SHIPPING:** 81.7 x 48.7 x 8.7
- **STAND FOOTPRINT:** 1.7 x 15.6 x 10.2

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 91.5
- **TV WITH STAND:** 96.1
- **SHIPPING:** 124.3

**VESA SUPPORT:** Yes (600 x 400)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**MODEL:** QN75Q60A  
**ORDER CODE:** QN75Q60AAAFXZA

**SCREEN SIZE CLASS:** 75"

**SCREEN DIAGONAL MEASUREMENT:** 74.5"

**UPC CODE:** 887276504087

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 66 x 37.8 x 1
- **TV WITH STAND:** 66 x 39.6 x 13.4
- **SHIPPING:** 72.2 x 43.7 x 7.5
- **STAND FOOTPRINT:** 1.6 x 13.4 x 9.3

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 70.8
- **TV WITH STAND:** 73.4
- **SHIPPING:** 96.1

**VESA SUPPORT:** Yes (400 x 400)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**SAMSUNG**



# Q60A TV

## MODEL

**MODEL:** QN70Q60A  
**ORDER CODE:** QN70Q60AAFXZA

**SCREEN SIZE CLASS:** 70"

**SCREEN DIAGONAL MEASUREMENT:** 69.5"

**UPC CODE:** 887276531007

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 62 x 34.6 x 1
- **TV WITH STAND:** 62 x 36.3 x 13.4
- **SHIPPING:** 68.7 x 40.7 x 7.5
- **STAND FOOTPRINT:** 1.6 x 13.4 x 9.3

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 60.4
- **TV WITH STAND:** 63.1
- **SHIPPING:** 82.7

**VESA SUPPORT:** Yes (400 x 300)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**MODEL:** QN65Q60A  
**ORDER CODE:** QN65Q60AAFXZA

**SCREEN SIZE CLASS:** 65"

**SCREEN DIAGONAL MEASUREMENT:** 64.5"

**UPC CODE:** 887276504056

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 57.1 x 32.7 x 1
- **TV WITH STAND:** 57.1 x 34.3 x 11.1
- **SHIPPING:** 63.5 x 37.4 x 6.5
- **STAND FOOTPRINT:** 1.6 x 11.1 x 8.6

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 46.1
- **TV WITH STAND:** 48.1
- **SHIPPING:** 63.5

**VESA SUPPORT:** Yes (400 x 300)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**SAMSUNG**

# Q60A TV

## MODEL

**MODEL:** QN60Q60A  
**ORDER CODE:** QN60Q60AAFZA

**SCREEN SIZE CLASS:** 60"

**SCREEN DIAGONAL MEASUREMENT:** TBD

**UPC CODE:** 887276530994

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 53.3 x 30.6 x 1
- **TV WITH STAND:** 53.3 x 32.1 x 11.1
- **SHIPPING:** 59.4 x 35.7 x 6.2
- **STAND FOOTPRINT:** 1.6 x 11.1 x 8.6

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 41
- **TV WITH STAND:** 43
- **SHIPPING:** 56.7

**VESA SUPPORT:** Yes (400 x 300)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**MODEL:** QN55Q60A  
**ORDER CODE:** QN55Q60AAFZA

**SCREEN SIZE CLASS:** 55"

**SCREEN DIAGONAL MEASUREMENT:** 54.6"

**UPC CODE:** 887276504001

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 48.5 x 27.9 x 1
- **TV WITH STAND:** 48.5 x 29.4 x 9
- **SHIPPING:** 55.1 x 33.3 x 5.8
- **STAND FOOTPRINT:** 1.6 x 11.4 x 8.5

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 34.2
- **TV WITH STAND:** 35.7
- **SHIPPING:** 49.6

**VESA SUPPORT:** Yes (200 x 200)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**SAMSUNG**

# Q60A TV

## MODEL

**MODEL:** QN50Q60A  
**ORDER CODE:** QN50Q60AAFXZA

**SCREEN SIZE CLASS:** 50"

**SCREEN DIAGONAL MEASUREMENT:** 49.5"

**UPC CODE:** 887276503998

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 44 x 25.4 x 1
- **TV WITH STAND:** 44 x 26.9 x 9
- **SHIPPING:** 48.4 x 28.8 x 4.7
- **STAND FOOTPRINT:** 1.6 x 11.4 x 8.5

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 25.4
- **TV WITH STAND:** 26.9
- **SHIPPING:** 36.2

**VESA SUPPORT:** Yes (200 x 200)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**MODEL:** QN43Q60A  
**ORDER CODE:** QN43Q60AAFXZA

**SCREEN SIZE CLASS:** 43"

**SCREEN DIAGONAL MEASUREMENT:** 42.5"

**UPC CODE:** 887276503981

**COUNTRY OF ORIGIN:** Mexico

**DIMENSIONS (INCHES W x H x D):**

- **TV WITHOUT STAND:** 38 x 22 x 1
- **TV WITH STAND:** 38 x 23.6 x 8.1
- **SHIPPING:** 43 x 26.7 x 5.1
- **STAND FOOTPRINT:** 1.5 x 8.1 x 8.3

**WEIGHT (LB):**

- **TV WITHOUT STAND:** 18.5
- **TV WITH STAND:** 19.6
- **SHIPPING:** 26.7

**VESA SUPPORT:** Yes (200 x 200)

**ACCESSORIES INCLUDED IN BOX:**

- **REMOTE MODEL:** TM-2180E

**SAMSUNG**



Middle Atlantic Products

EXCEPTIONAL SUPPORT & PROTECTION™

# ERK Series Ready-to-Assemble Enclosure



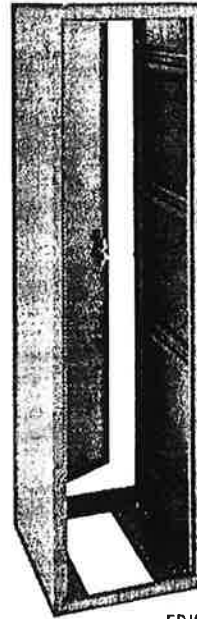
EIA/TIA Compliant

UL LISTED

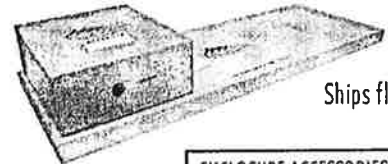
**ERK Series Ready-to-Assemble enclosure ships flat for simplified shipping and storage**

## Features

- 1,000 lb. [453kg] weight capacity
- 1/8" [3mm] thick structural steel internal braces
- 22" [559mm] OD width, 25" [635mm] OD depth
- 1/2", 3/4", 1" & 1-1/2" electrical knockouts on removable rear plates top and bottom, easily removable for cable pass-through. Top plate additionally includes UHF / VHF knockouts
- Standard front, optional rear 11-gauge 10-32 threaded rackrail with numbered rackspace increments
- Optional front doors available
- Configurable top options
- Durable black textured powder coat finish
- UL Listed in the US and Canada
- Models available with or without locking rear door



ERK-4425KD



Ships flat

### ENCLOSURE ACCESSORIES

- ADDITIONAL RACKRAIL KIT
- CASTER BASE
- COPPER BUSS BAR
- CRATING SERVICE
- DOCUMENT POCKET
- DOOR LATCH
- LEVELING FEET
- CONFIGURABLE TOPS
- TOP RAILS
- UNIVERSAL FRONT DOORS
- VENTED REAR DOORS
- WRINKLE TOUCH-UP PAINT
- RISER BASES

for details - see Master Catalog or visit [middleatlantic.com](http://middleatlantic.com)

## Architects' and Engineers' Specifications

EIA compliant 19" ready-to-assemble equipment rack shall be Middle Atlantic Products model #ERK-25KD (refer to chart). Overall dimensions of rack shall be \_\_\_H x 22" [559mm] W x 25" [635mm] D (refer to chart). Useable height shall be \_\_\_ rackspace, useable depth shall be 23.47" [596mm] (refer to chart). Weight capacity shall be 1,000 lbs. [453kg]. Rack shall be constructed of the following materials: top and bottom shall be 14-gauge steel, horizontal braces shall be 16-gauge steel welded to integral structural side panels of 16-gauge steel giving a 1/8" [3mm] thick structure, all structural elements shall be finished in a durable black powder coat. Rack shall include a locking, latching rear door. Rack shall come equipped with one pair of 11-gauge steel rackrail with tapped 10-32 mounting holes in universal EIA spacing, black e-coat finish and numbered rackspace. Rack shall include solid locking rear door standard, solid side panels with vertical slotted vent pattern at top and bottom and laser knockouts for cable pass-through. Top and bottom of rack shall feature vertical slotted vent pattern. Rack shall have a removable rear knockout panel with 1/2", 3/4", 1" and 1-1/2" electrical knockouts and BNC knockouts for UHF/VHF antennas installed in top. Grounding and bonding stud shall be 1/4-20 threaded, installed in base of enclosure. Rack shall be UL Listed in the US and Canada. ERK-25KD shall be GREENGUARD Indoor Air Quality Certified for Children and Schools. ERK-25KD shall be manufactured by an ISO 9001 and ISO 14001 registered company. Rack shall be warranted to be free from defects in material or workmanship under normal use and conditions for the lifetime of the product.

### OPTIONS

- Front doors shall be 16-gauge steel & available as model #FD-XX (solid), VFD-XX (vented), PFD-XX (plexi) PVFD-44 (vented plexi), (X = # of rack spaces of ERK rack)
- Vented rear doors shall be 16-gauge steel & available as model #ERK-VRD-XX, (X = # of rackspace of ERK rack)
- Top panels shall be 16-gauge steel, in 6 styles - model #ERK-ST (blank), #ERK-10FT (10" [254mm] fan), #ERK-4FT (three 4-1/2" [114mm] fans), #ERK-VT (vented), #ERK-10FT-FC (10" [254mm] fan with integrated fan control), #ERK-40FT-FC (three 4-1/2" [114mm] fans with integrated fan control)
- Caster base, four casters shall have a total weight capacity of 1300 lbs. [590 kg], model #CBS-ERK-YY (Y=cabinet depth)
- Leveling feet model #LF, shall be 3/8" [10mm] threaded steel, adjustable from top or bottom
- Keyless Latch, replaces keylock & fits front & rear doors, model #LATCH
- Lacer strip, heavily perforated, 78" [1981mm] long, 11-gauge steel, model #LACE
- Rear rail kit, 11-gauge, 10-32 threaded, sold in pairs, hardware included, model #ERK-RRXX (X = #of rackspace)

CUSTOMIZABLE SPECIFICATION CLIPS AVAILABLE AT [MIDDLEATLANTIC.COM](http://MIDDLEATLANTIC.COM)

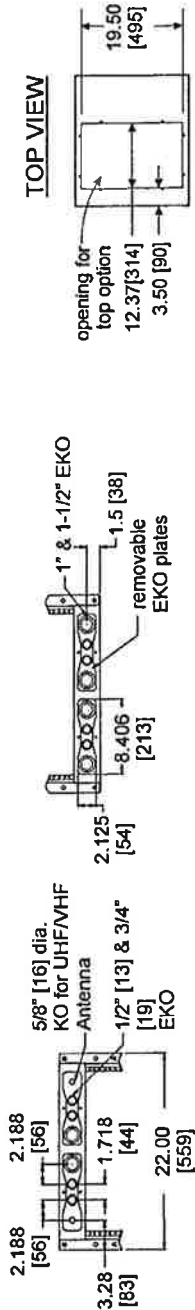
US: New Jersey • California • Illinois • Voice: 973-839-1011 Fax: 973-839-1976 • [middleatlantic.com](http://middleatlantic.com)  
Canada: Ontario • British Columbia • Voice: 613-836-2501 Fax: 613-836-2690 • [middleatlantic.ca](http://middleatlantic.ca)

96-01051 / rev C / 5-21-20 / ERK Series Ready-to-Assemble Enclosure

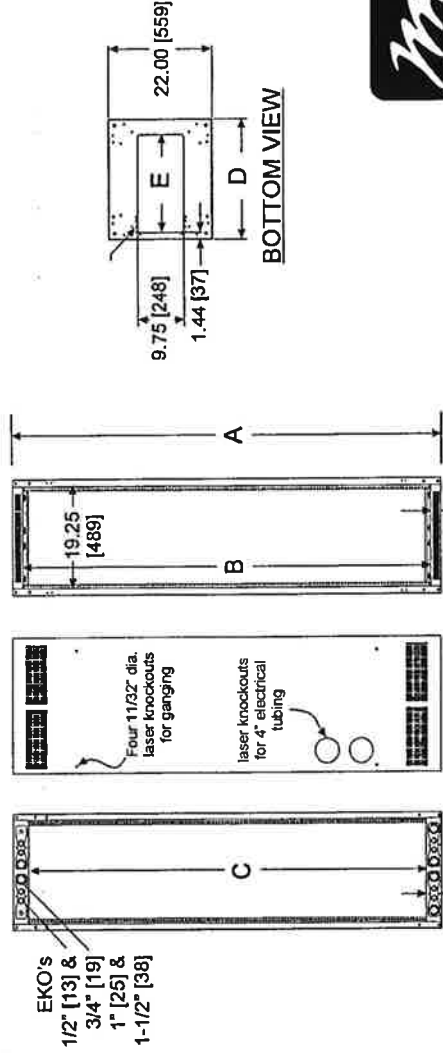
# ERK basic dimensions

## REAR VIEW, TOP & BOTTOM

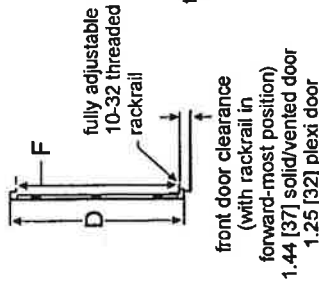
All dimensions in inches unless otherwise noted [All dimensions in brackets are in millimeters]



## REAR VIEW SIDE VIEW FRONT VIEW



## TOP VIEW OF ERK SIDE SECTIONAL VIEW



## ERK top options

ERK-10FT  
ERK-10FT-FC\*

ERK-4FT  
ERK-4QFT-FC\*

ERK-VT

ERK-ST

\* Includes fan(s) and integrated thermostatic fan control  
 \* Includes fan(s) and integrated thermostatic fan control  
 laser knockouts configurable - 1 to 3 4-1/2\"/>

Part #	A Overall Height	B Useable Height	C Rear Height	D Overall Depth	E Bottom Opening Depth	F Useable Depth
ERK-4425KD	81.125 [2061]	77.00 [1956]	75.125 [1908]	25.00 [635]	20.25 [514]	23.47 [596]
ERK-3525KD	65.375 [1661]	61.25 [1556]	59.375 [1508]	25.00 [635]	20.25 [514]	23.47 [596]
ERK-2125KD	40.875 [1038]	36.75 [933]	34.875 [886]	25.00 [635]	20.25 [514]	23.47 [596]
ERK-1825KD	35.625 [905]	31.50 [800]	29.625 [752]	25.00 [635]	20.25 [514]	23.47 [596]
ERK-1025KD	21.625 [549]	17.50 [445]	15.625 [397]	25.00 [635]	20.25 [514]	23.47 [596]

\* Add - LRD suffix to any of the above part #'s to denote models without a locking rear door.

# TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 16, 2022

Agenda Item No.

**Agenda Title: Resolution Authorizing And Directing The Town Manager To Sign, And The Town Grant Writer To Submit, A Community Development Block Grant (CDBG) Program Application Requesting Funds For New Playground Equipment In Ilex Park**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

Approved by Town Manager *J. V. Aguirre* Date: 2-9-22

*Merrell Angstreich, Grant Writer/Chief Public Information Officer*  
Name/Title

<b>Originating Department:</b>  <b>Communications and Grants</b>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b>  Resolution <u>06-02-22</u>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>MA</u>  <b>Please initial one.</b>

**Summary Explanation/Background:** The Palm Beach County Department of Housing and Economic Sustainability supports the Community Development Block Grant Program, which funds government entities seeking funding for infrastructure, public facilities and code enforcement activities. Grant dollars cannot be used to supplant funds that were originally budgeted for the project. Funding requests can only be made for an amount less than or equal to what was awarded in the previous grant year; the Town received \$45,888 in the 2021-2022 grant cycle.

In 2020, the Town proposed, and the Commission approved, applying for funding to purchase playground equipment for Ilex Park through the CDBG grant process, as the existing equipment had fallen into disrepair and was removed. Unfortunately that plan had to be abandoned because the Town was unable to locate documentation proving ownership of the property, which is required as part of the application (the Town instead applied for, and received, funding for playground equipment for Lake Shore Park). The situation has since been resolved, and Town staff now proposes moving forward with a request for funding to procure this much-needed playground equipment. The availability of a high-quality playground will support the Town's mission to provide its low-income residents with an opportunity to access healthful, no-cost recreational and social activities, and will meet the CDBG objective of "benefitting low and moderate income persons."

**Recommended Motion:** I move to approve Resolution No. 06 -02-22



**RESOLUTION 06-02-22**

**A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING SUBMISSION OF AN APPLICATION FOR FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO ACQUIRE NEW, ADA-COMPLIANT PLAYGROUND EQUIPMENT FOR ILEX PARK**

**WHEREAS**, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

**WHEREAS**, it is necessary for the Town of Lake Park to request grant funding from Palm Beach County in order to obtain such funding; and

**WHEREAS**, the Town Commission has determined that it is in the best interest of the Town to authorize the Town Manager to sign and the Town Grant Writer/Chief Public Information Officer to submit the grant application.

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

**SECTION 1.** The foregoing recitals are incorporated herein.

**SECTION 2.** The Town Commission hereby authorizes and directs the Town Manager to execute the grant application.

**SECTION 3.** This Resolution shall become effective immediately upon adoption.

# **Board Membership**

# TAB 9



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** February 16, 2022      **Agenda Item No.**

**Agenda Title:** Nomination for Appointment to the Tree Board as a regular member.

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

**Approved by Town Manager** *JN Wright*      **Date:** 2-2-22

*Vivian Mendez, Town Clerk, MMC*  
 Name/Title \_\_\_\_\_

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <ul style="list-style-type: none"> <li>• Nomination by Commissioner Linden</li> <li>• Board Membership Application</li> </ul>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone - <u>VM</u> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** The Town Clerk’s Office received a Board Application for appointment to the Tree Board. The Tree Board has two (2) regular positions and two (2) alternate position available.

Commissioner John Linden nominated Gillian Kennedy Wright for appointment to the Tree Board as a regular members.

**Recommended Motion:** In order for the nomination to go forward, there must be a second to the nomination and a majority vote of the Commission for the nominee at the Commission meeting.

**From:** [John Linden](#)  
**To:** [Vivian Mendez](#)  
**Subject:** Re: Volunteer Board Applicant for Tree Board  
**Date:** Monday, January 31, 2022 1:43:13 PM

---

I would be glad to nominate Gillian Wright for an appointment on the Tree Board.  
Commission John Linden

Sent via the Samsung Galaxy A32 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Vivian Mendez <vmendez@lakeparkflorida.gov>  
**Sent:** Monday, January 31, 2022 1:39:28 PM  
**To:** Commission <Commission@lakeparkflorida.gov>; Erin T. Flaherty <erintflaherty@gmail.com>;  
Michael O'Rourke <morstar150@gmail.com>  
**Cc:** Nadia DiTommaso <NDiTommaso@lakeparkflorida.gov>  
**Subject:** Volunteer Board Applicant for Tree Board

Good afternoon Mayor, Vice-Mayor, and members of the Commission,

The Town Clerk's Office received a volunteer board membership application for the Tree Board. The application can be found in the Town Commission Dropbox and attached for your convenience.

In order for this application to move forward, we must receive a nomination from a member of the Commission.

If you have any questions regarding this application or the process please contact me.

Sincerely,

Vivian Mendez, MMC  
Town Clerk  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403  
561-881-3311  
561-881-3314 (fax)  
[vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)



\* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email address released in response to a public records request, do not send

electronic mail to this entity, instead contact this office by phone. Florida State Statute Section 668.6076.



Office of the  
Town Clerk

January 31, 2022

**Commission-appointed Board Volunteer List:**

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i) "Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

**New applicant:**

**Gillian Kennedy Wright** has applied for appointment to the Tree Board as a regular member. The Tree Board currently has two (2) available regular membership positions and two (2) alternate membership positions available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3311  
Fax: (561) 881-3314

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



# The Town of Lake Park

## Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: KENNEDY WRIGHT, GILLIAN ALLISON  
Last First Middle

Address: 926 ORANGE DRIVE, LAKE PARK, FL 33403

Birthday: Month: 10 Day: 15

Telephone: home N/A work N/A cell 561-236-5101

E-Mail Address KENNEDY.WRIGHTDESIGNS@GMAIL.COM

	Yes	No
Are you a resident of Lake Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are you a non-resident business owner in Lake Park	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are you a registered voter (Response to this question is not mandatory)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently serve on a Town Board or Committee	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, which one(s): _____		
Have you been convicted of a crime	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

<u>Active Boards:</u>			
Choice #	Board	Choice #	Board
<input type="checkbox"/>	CRA Board (Community Redevelopment Agency)	<input type="checkbox"/>	Planning & Zoning/ Historic Preservation Board *
<input type="checkbox"/>	Library Board		
<input type="checkbox"/>	Stormwater Policy Steering Committee		
<input type="checkbox"/>	Floodplain Management Committee	<input checked="" type="checkbox"/>	1 Tree Board

<u>Inactive Boards:</u>	
Code Compliance	Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board	

Please note: Membership on these (\*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3141 (1)(a), (2)(b), (7)



Your Name: GILHAN KENNEDY WRIGHT

Please indicate the reason for your interest in your first and second choices:

I ENJOY GARDEN DESIGN USING NATIVE PLANTS, DECORATIVE  
FLORA AND FRUIT TREES

Number of Meetings of the above boards you have attended in the past six months: 0

Your educational background: (High school, College, Graduate School or other training)

PLEASE SEE ATTACHED RESUME

What is/was your profession or occupation: FIBER ARTIST; SPORTS & RECREATION MANAGEMENT  
PROFESSIONAL; GARDEN DESIGNER

How long: PLEASE SEE RESUME

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: PLEASE SEE RESUME

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: MASTERS GARDENER; ORGANISING VOLUNTEER  
GROUPS FOR SENIORS & BUILDING PROJECT, BROWARD CULTURAL DIVISION  
CITIZEN REVIEWER PANEL

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

**I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:**

Signature: Gilhan Kennedy Wright

Date: 1/27/2022

# Gillian Kennedy Wright

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926 Orange Drive, Lake Park, Florida 33403, 561-236-5101 [kennedywrightdesigns@gmail.com](mailto:kennedywrightdesigns@gmail.com)

## Education

**Florida International University, Miami, Florida** 2008

*Master of Science: Sports and Recreation Management,*

*Graduate Diploma Training: Landscape Architecture*

**Special Focus:** Liability and Recreation/Sport Law, Analysis Methods, Program Administration Parks and Recreation Management, Adult/Senior program, Volunteer procurement and management.

**Palm Beach Atlantic University, West Palm Beach, Florida & York University, Toronto, Canada** 2003

*Bachelor of Science: Organizational Management & Certificate in Entrepreneurship Studies*

**Special Focus:** Human Resource Management, Budgeting and Analysis, Group and Organizational Behavior, Organizational Management, Effective Interpersonal Relationships, Organizational Leadership, Mediating Organizational Conflict and Global Management.

**Edna School for the Visual Arts, Kingston, Jamaica** 1982-1986

*Associates Degree: Graphic Design*

*Associate Degree Training: Textile design and production*

**Special Focus:** Advertising, Cooperate branding, photography, textile design and production techniques.

## Technical Experience, Certifications & Memberships

**University of Florida: Palm Beach County Extension Office** 2009

*Florida Master Gardener*

**American Society of Landscape Architects** 2005-2008

*Member*

**American Craft Council** Current

*Member*

**ArtServe** 2015

*Member*

**Cultural Council for Palm Beach County** Current

*Member*

**Florida CraftArt** Current

*Member*

**Computer Programs:** RecTrac, Microsoft Office Suite, AutoCad, Photoshop, Adobe Illustrator, Sketch Up

**Certifications:** CPR & Basic First Aid

**Artist as an Entrepreneur Institute** 2015

*Certificate of Completion*

## Employment

City of Palm Beach Gardens

2008 to 2019

*Senior Recreation Programmer*

Fostered the creation of a new and revised successful, effective adult/senior program portfolio; actively sources and maintains contractors/speakers and supplies; participates in project budgeting; forecasting and value budgeting, expense tracking, purchase preparation and payment requisitions of the City's vibrant adult/senior program. Created and managed senior volunteer group.

Kennedy Wright Designs LLC

2015 to Present

*Mixed Media Artist & Mah Jongg Tutor*

## Exhibitions

Flow, Palm Beach International Airport

West Palm Beach, Florida

2022

Jupiter Through Your Eyes

Jupiter, Florida

2021

Elliott Museum

Stuart, Florida

2021

Dual Conversations Speaking with Textiles

Boynton Beach, Florida

2021

Boynton Beach Kinetic Art Festival,

Boynton Beach, Florida

2021

Karibu, Cultural Council for Palm Beach County

Lake Worth Beach, Florida

2021

Florida CraftArt, Contemporary Fiber in Florida

St. Petersburg, Florida

2020

DIS Obedient

Ft. Lauderdale, Florida

2020

Art Palm Beach, "Biblio"

West Palm Beach, Florida

2020

Continuum: Arts Palm Beach

West Palm Beach, Florida

2019

Lighthouse Arts, Group Wearable Art Show

Tequesta, Florida

2018

Collaboration African Diaspora

West Palm Beach, Florida

2018

Redeye Untamed

Ft. Lauderdale, Florida

2017

Palm Beach Arts Council Collaboration "Play with Your Food"	Lake Worth, Florida 2018
Collaboration: African Diaspora Group Show	West Palm Beach, Florida September 2016
Hot Box: West Palm Beach Public Art	West Palm Beach, Florida 2016
Layered: Interactive Group Exhibition tracing how are is made	33 Contemporary Gallery Zhou B Art Center, Chicago January- March 2017
Group Sketchbook: An Exhibition of Artist's Books	33 Contemporary Gallery Zhou B Art Center, Chicago, September - October 2017
Solo Exhibition at the City of Parkland	Parkland, Florida October 2015
Grace Episcopal Church Banners, Public Art	West Palm Beach, Florida 2010
Grace Episcopal Church Stained Glass Design, Public Art	West Palm Beach, Florida 2003
Trinity Episcopal Cathedral, Clergy Spouse Banner, Public Art	Miami, Florida 2002
Solo Exhibition Jamaican Consulate	Toronto, Canada July 1991

### **Publications , Interviews, Artist Talks**

Collaboration A Book of Fine Artists from the Palm Beaches	West Palm Beach, Florida 2022
Art & Culture of Palm Beach County	Lake Worth Beach, Florida Winter 2022
Art Talk Cultural Council for Palm Beach County	Lake Worth Beach, Florida 2021
WFTV Artist Studio Visit Interview	Lake Park, Florida 2021
Art n' Talk Interview	West Palm Beach, Florida 2021
"Palm Beach Daily News"	Palm Beach, Florida 2021

“Shout Out Miami”	Miami, Florida 2020
“Contemporary Fiber in Florida”	St. Petersburg, Florida 2020
“Palm Beach Post”	West Palm Beach, Florida 2018
“Palm Beach Florida Weekly”	North Palm Beach, Florida 2018
“Voyage MIA”	Miami, Florida 2018
“Layered”	Chicago, Illinois 2017
“Collaboration African Diaspora”	West Palm Beach, Florida 2016
“The Parklander”	Parkland, Florida 2015
“Share”	Toronto, Canada 1991

## **Volunteer Activities**

Broward Cultural Division Citizen Review Panel	Ft. Lauderdale, Florida 2022
Grace Episcopal Church, Landscape Committee (Master Gardener)	West Palm Beach, Florida 2003 to Present
Grace Episcopal Church Building Committee	West Palm Beach, Florida 2003
St. David’s Anglican Church, Landscape Committee	Toronto, Canada 1996

# **Ordinance on Second Reading**

# TAB 10



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** February 16, 2022

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

**Agenda Title:** ORDINANCE 11-2021: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT BY AMENDING THE DENSITY AND INTENSITY OF THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; PROVIDING FOR A NEW OBJECTIVE SETTING FORTH POLICIES RELATED TO THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; AMENDING THE FUTURE LAND USE MAP BY ASSIGNING THE DOWNTOWN FUTURE LAND USE CLASSIFICATION TO APPROXIMATELY 21.6 ACRES OF REAL PROPERTY AS SHOWN THEREON; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING – ADOPTION HEARING – 2<sup>ND</sup> READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 2-4-22

Karen Golonka, Planner, Community Development Name/Title

<p><b>Originating Department:</b></p> <p style="text-align: center;"><b>Community Development</b></p>	<p>Costs: <b>Legal Notice / Attorney Review</b></p> <p>Funding Source:</p> <p>Acct. # <b>001-52-524-500-34910 / Legal # 108</b></p> <p><input type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Staff Report</li> <li>• Agency Comments</li> <li>• Ordinance</li> <li>• Legal ad</li> </ul>
<p><b>Advertised:</b></p> <p>Date: <u>2-6-2022</u></p> <p>Paper: <u>Palm Beach Post</u></p> <p><input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <b>KJG</b></p> <p>OR</p> <p>Not applicable in this case _____</p> <p><b>Please initial one.</b></p>



## **Summary of Request:**

The Commission is holding a Public Hearing to consider **final adoption of Ordinance 11-2021** containing Town initiated amendments to the Comprehensive Plan related to the **Downtown Future Land Use**.

**The Comprehensive Plan amendments, contained in the attached proposed ordinance, are briefly summarized as follows:**

### **1. Text Amendments to Downtown Future Land Use Category**

- a) Increase the density from 27 du/acre to 48 du/acre and reduce the floor area ratio (FAR) from 5.0 to 3.0. Rather than applying the measures on a parcel by parcel basis, the measures will be applied as a maximum average across the Downtown area
- b) Add Objective 12 and related policies to the Future Land Use Element to provide general guidance on the future land use category. Currently there are no objectives or policies for the Downtown Future Land Use Category.

### **2. Map Amendment: Expand the Downtown Future Land Use area-** Increase the area on both the north and south of the current Downtown area by adding 21.6 acres of real property and changing the Future Land Use designation accordingly to Downtown. Currently the area has Future Land Use categories of Commercial, Residential Medium Density, Single Family, and Public Use.

**Following a unanimous recommendation of approval from the Planning and Zoning Board sitting as the Local Planning Agency, the Commission approved the Ordinance on first reading on December 15, 2021.** The proposed amendments and back up information were submitted to the Department of Economic Opportunity (DEO) and other required agencies on December 21, 2021 for review and comment as required by State Statute.

### **Actions since approval on first reading**

**The Town has received comments under this process and may now move forward to adopt the Ordinance.** No objections were received from the reviewing agencies. Based on comments received staff has made one minor change to the ordinance, shown below in red.

**Policy 12.2:** Within section 3.4.3 “Future Land Use Classification System” the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area.

The Commission may approve a project greater than 48 du/acres so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre, is consistent with the policies contained herein and as provided in the land development regulations.

The land development regulations shall provide for a maximum FAR of 3.0 for non-residential uses. Development of sites within the Downtown Land Use may exceed the maximum 3.0 FAR, so long as the average FAR for the entire Downtown Land Use area does not exceed 3.0, is consistent with the policies contained herein and as provided in the land development regulations.

Additional details and maps are included in the attached staff report.

**RECOMMENDED MOTION:**

**I MOVE TO ADOPT ORDINANCE 11-2021 AS AMENDED, AMENDING THE TOWN OF LAKE PARK COMPREHENSIVE PLAN.**

**Town Commission  
Transmittal Hearing  
Meeting Date: February 16, 2021**



# **STAFF REPORT**

**Ordinance # 11-2021**

## Summary of Request

A Public Hearing is scheduled before the Town Commission, to adopt Ordinance 11-2021 on second reading, amending the Town's adopted Comprehensive Plan.

The proposed amendments are the result of Community Redevelopment Agency workshops and discussions held over the past two years regarding the need to expand the PADD/Downtown boundaries to allow for greater redevelopment potential. The Agency also expressed a desire to allow for increases in height and density in that area to reflect market realities.

The amendments to the Comprehensive Plan, summarized below, reflect this strategic approach, and set the stage for the amendments to the Park Avenue Downtown District (PADD) zoning district that will follow.

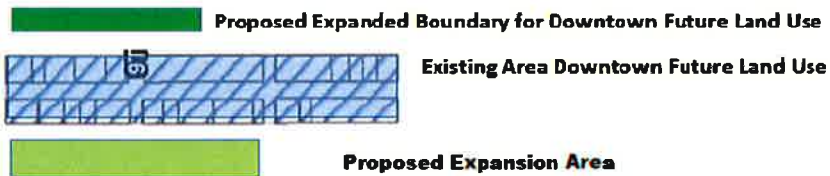
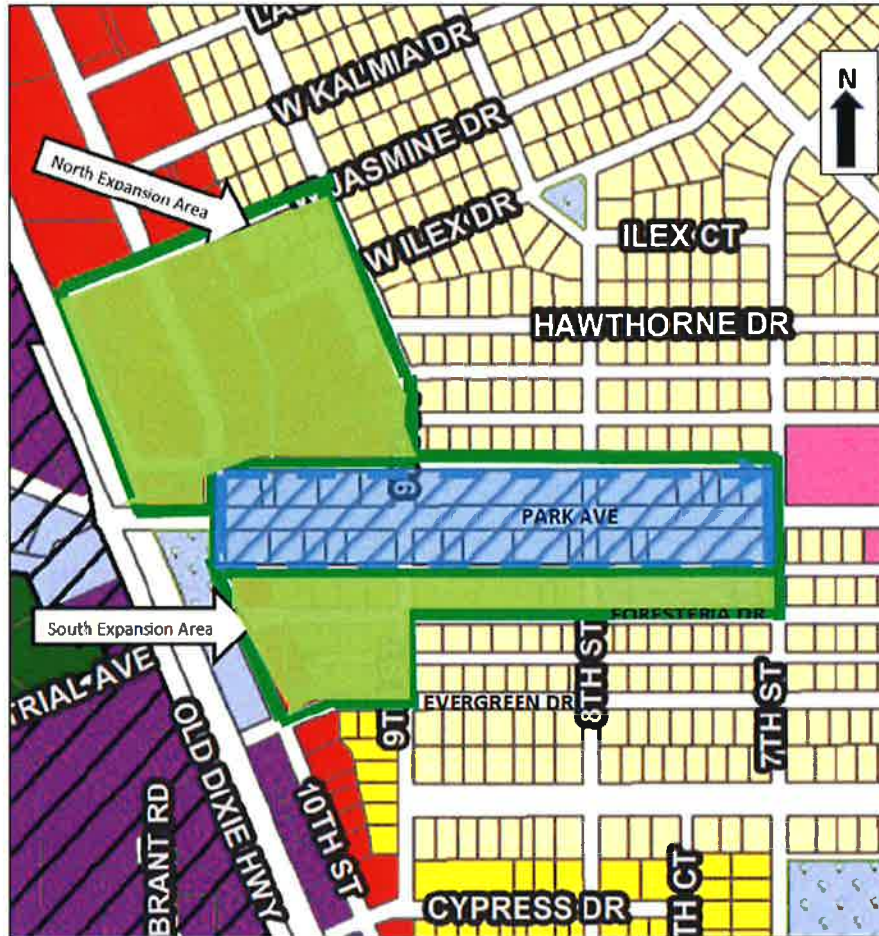
1. **Text Amendment: Downtown Future Land Use Category-** Increase the density from 27 du/acre to 48 du/acre and reduce the floor area ratio (FAR) from 5.0 to 3.0. Rather than applying the measures on a parcel by parcel basis, the measures will be applied as a maximum average across the Downtown area. (This approach was recently adopted for the Twin Cities Mixed Use future land use.) Thus, individual projects may exceed the listed density and intensity, which allows for greater flexibility. While the FAR is being decreased, due to the expansion of the Downtown area the overall available capacity for non-residential uses will increase.
2. **Text Amendment: Objectives and policies for the Downtown Future Land Use - Add Objective 12 and related policies to the Future Land Use Element to provide general guidance on the future land use category.** Currently there are no objectives or policies for this Future Land Use Category.
3. **Map Amendment: Expand the Downtown Future Land Use area-** Increase the area on both the north and south of the current Downtown area by adding 21.6 acres of real property as shown on the map below and changing the Future Land Use designation accordingly to Downtown. Currently the area has Future Land Use categories of Commercial, Residential Medium Density, Single Family, and Public Use.

Under the current Future Downtown Land Use designation the current Downtown Land Use Area provides for a maximum of **278 dwelling units and 2.24 million square feet of non-residential**. With the expanded boundary and change to the density and intensity within the designation, this **will increase to 1,530 dwelling units and 4.17 million square feet of available non-residential square footage**.

The following map shows the area for proposed land use change, within the green boundaries.

### Future Land Use Map

Downtown Future Land Use: Existing and Expansion area



## Background

Park Avenue, west of 7<sup>th</sup> Street, is the historic downtown of Lake Park and currently contains a mix of uses ranging from older, small strip centers to one story office buildings and the newer mixed use three story building "One Park Place". The office for Dedicated IT is under construction. The Downtown Future Land Use (FLU) was created in 2008 to encourage mixed use redevelopment at a pedestrian scale, linked to the Park Avenue Downtown District (PADD zoning district).

Currently the Downtown Future Land Use runs from 7<sup>th</sup> Street to 10<sup>th</sup> St., one block deep as shown on the map below. The area contains 10.3 acres of real property. The CRA/Commission at workshops discussed potential boundary changes, and the proposed amendment reflects the consensus expansion area. Adding the 21.6 acres in the expansion area will bring the total acreage of real property in the Downtown Future Land Use to approximately 32 acres.

Through discussions with potential investors and developers it has become clear that the Town needs to consider increasing the allowable density and height in the Downtown area. Changes in density and intensity will be established through this Comprehensive Plan amendment, while regulations for height increases will be included in the amendments to the PADD zoning district.



# DESCRIPTION AND ANALYSIS OF PROPOSED AMENDMENTS TO THE COMPREHENSIVE PLAN

## TEXT AMENDMENTS

The proposed text amendments to the Future Land Use Element are shown below, with underlined verbiage indicating the proposed new language, and ~~strike thru~~ for any deletions.

### 3.0 FUTURE LAND USE ELEMENT

#### Objective 12: Redevelopment of the Historical Downtown Area

A Downtown Future Land Use Classification is established to facilitate the redevelopment of the historical Park Avenue downtown and the immediate surrounding area. This land use category encourages a dense, vibrant, walkable mixed-use downtown that combines residences, businesses, and civic spaces, and that is well-integrated into the surrounding neighborhoods. This land use classification is also intended to facilitate development that complements a future tri-rail station.

Policy 12.1: The Downtown Land Use classification is implemented by the Park Avenue Downtown District (PADD) zoning district. The Downtown Land Use shall provide for the development or redevelopment of compact residential and non-residential or mixed use buildings to complement the existing buildings.

Policy 12.2: Within section 3.4.3 "Future Land Use Classification System" the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area.

The Commission may approve a project greater than 48 du/acres so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre, and is consistent with the policies contained herein and as provided in the land development regulations. The land development regulations shall provide for a maximum FAR of 3.0 for non-residential uses. Development of sites within the Downtown Land Use may exceed the maximum 3.0 FAR, so long as the average FAR for the entire Downtown Land Use area does not exceed 3.0, is consistent with the policies contained herein and as provided in the land development regulations.

Policy 12.3: The land development regulations developed to implement the Downtown Land Use shall provide for compatibility of adjacent land uses by establishing criteria to address buffering and to control the height and intensity of structures to mitigate the impacts of development on adjacent zoning districts.

Policy 12.4 Development and redevelopment shall be supported by publicly accessible civic spaces, walkable and bikeable streets and served by varied forms of public and private transportation.

**Policy 12.5**

Development shall provide for and accommodate various alternative mobility and micro-mobility options, consistent with policies of the Transportation Element, to achieve the safe interconnectivity of vehicular, pedestrian, and other non-motorized movement, and promote sustainability.

**Policy 12.6**

The Town shall continue to pursue a proposed train station location immediately adjacent to the Downtown future land use area, in support of its redevelopment and mobility goals.

**3.4.3 Future Land Use Classification System**

Land use categories listed as follows are hereby adopted as the “Future Land Use Classification System.”, consistent with and as a means to implement the objectives and policies of this element. Please note that the ability to achieve the maximum residential density and/or Floor Area Ratio (F.A.R.) is contingent upon, and shall be limited by, the ability to meet adopted Level of Service Standards in the short term planning horizon.

Downtown – Mixed Use development with a maximum F.A.R. of 5.0 which shall not exceed 3.0 per gross acre, as calculated for the entire contiguous Downtown Land Use area. and a maximum residential density of 27 units per gross acre. The maximum density shall not exceed an average of 48 dwelling units per gross acre, as calculated for the entire contiguous Downtown Land Use area.

Residential uses shall comprise no less than 20 percent, or no more than 80 percent, of the floor area of any vertical mixed-use building, and no less than 20 percent and no more than 80 percent of the buildings on a development site or block face. Horizontal mixed use is possible and bonus units may be granted in excess of 48 units per acre on one site, so long as the average density for the entire contiguous Downtown Land Use area does not exceed 48 units per acre.



## Analysis

### New Objective 12 and related policies for the Downtown Future Land Use.

Currently there is no objective in the Future Land Use Element relating to the Downtown Future Land Use. The proposed objective summarizes the purpose of the Downtown Future Land Use category, **“to facilitate the redevelopment of the historical Park Avenue downtown and the immediate surrounding area. This land use category encourages a dense, vibrant, walkable mixed-use downtown that combines residences, businesses, and civic spaces, and that is well-integrated into the surrounding neighborhoods. This category is also intended to facilitate development that complements a future tri-rail station.”**

The policies then further define the vision for the Downtown classification, and provide general direction in formulating more specific land development regulations. Additionally they serve as guidance to developers, and to staff when reviewing projects.

### Section 3.43 Downtown Future Land Use. Change in the density and intensity for the classification.

The proposed amendment will increase the current density **from 27 du/acre to 48 du/acre**. The proposed FAR will decrease **from 5.0 to 3.0**, a more realistic FAR. This figure represents a higher FAR for the expansion area, as Commercial Land use has an FAR of 2.0 While the FAR is being decreased, due to the expansion of the Downtown area the overall available capacity for non-residential uses will increase.

**The overall goal of the text changes are to create the opportunity for a balanced mix of land uses that makes sense from a market perspective and will thus encourage redevelopment.** For example, the current Downtown Land Use area creates the potential for 2.24 million square feet of non-residential, but only 278 dwelling units. Increasing the number of units in the immediate area will serve to improve the economic viability of the downtown. Additionally, the increase helps to support the Town’s justification for a tri-rail station in the Downtown.

The impacts of the proposed text change, combined with the increase in the Downtown Future Land Use area are shown below:

	Maximum Allowable:	
	<u>Dwelling Units</u>	<u>Non-residential Square feet</u>
Current Downtown category and area	278	2.24 million
Current Downtown area with text change	494	1.35 million
Expanded, total Downtown area	1,530	4.17 million

## **Consistency with Comprehensive Plan**

The Town is required to review the proposed amendments for consistency with its adopted Comprehensive Plan. Staff has determined that the proposed text amendments are not in conflict with any identified policies or objectives in the Comprehensive Plan.

The proposed text changes are consistent with and further several policies and objectives of the adopted comprehensive plan, which are listed below.

## **Future Land Use Element**

Objective 5: As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments and neighboring jurisdictions

Policy 5.3: The Town shall foster the redevelopment of key corridors and target areas. Compact mixed-use development, defined as a mixture of at least two different land uses in a design-unified, vertically and or horizontally integrated, pedestrian-friendly environment, should be the preferred form of development and redevelopment.

Policy 5.3: The Town shall foster the redevelopment of key corridors and target areas. Compact mixed-use development, defined as a mixture of at least two different land uses in a design-unified, vertically and or horizontally integrated, pedestrian-friendly environment, should be the preferred form of development and redevelopment.

Policy 5.4: Utilize such techniques as distance requirements, buffering, landscaping, lower-intensity development, and scale-down requirements to provide appropriate transitions between uses and districts of different intensities, densities, and functions.

Objective 7: The Town recognizes the benefits of unified architectural and design standards. The Town shall continue to develop, maintain, revise and enforce these standards as appropriate.

Policy 7.1: The Town shall continue to elicit community participation in the development of community design standards for specific neighborhoods and areas as a key component of its redevelopment and planning efforts.

## **Transportation Element**

Objective 2: Ensure the provision of a full range of multi-modal transportation options, including pedestrianism, bicycles, automobiles, and transit for existing and future residents, businesses and visitors.

Policy 2.2: The Town shall encourage mixed-use development and/or Transit Oriented Development in appropriate locations in order to reduce the need for vehicular trips.

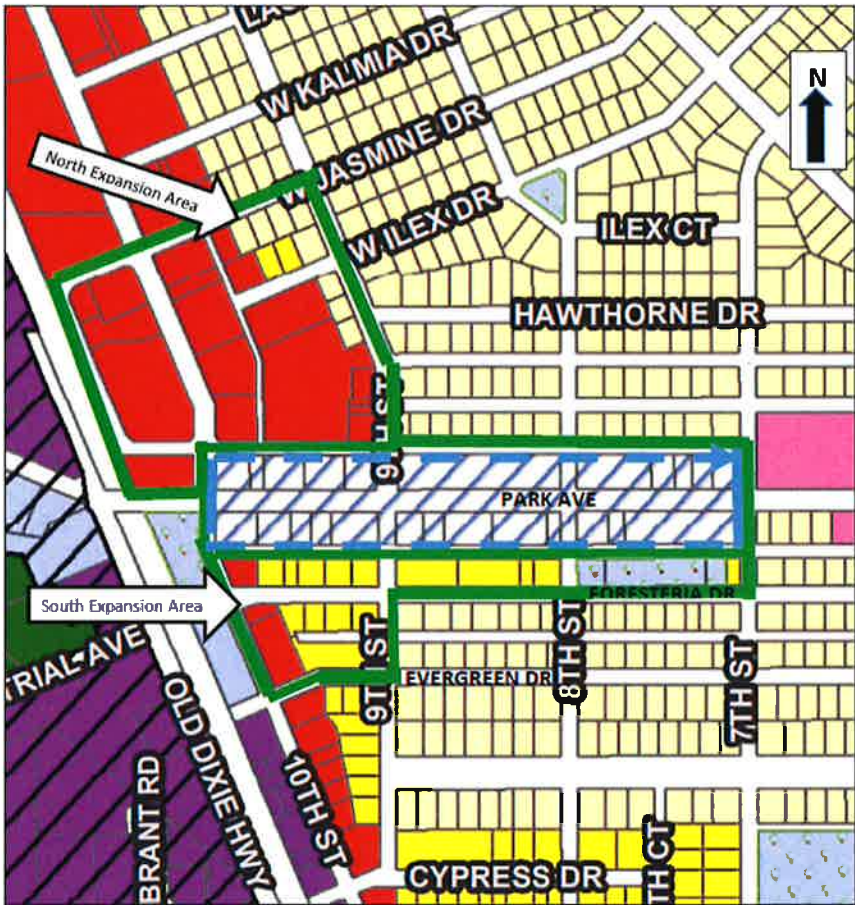
## **Housing Element**

Policy 3.5: Allow for a broad range of housing densities and types in residential environments consistent with the FUTURE LAND USE element.

# MAP AMENDMENT/LAND USE CHANGE

## Description and Analysis

The existing properties proposed to be added to the Downtown Future Land Use area and their current future land use designations are shown on the map below.



### Current Future Land Use Classifications that will be changed to Downtown

- Red = Commercial
- Deep Yellow = Residential Medium Density
- Light Yellow = Single Family Residential
- \* Light Blue/green dots = Public

The table below provides the total acreage proposed for change by its current Future Land Use Category.

<b>Area Proposed for Land Use Change</b>		
<b>Current Future Land Use Classification</b>		<b>Current Uses</b>
<b>Commercial:</b>	<b>13.36 acres</b>	<b>Older commercial, vacant, older multifamily (Humani Courts)</b>
<b>Residential Medium</b>	<b>4.90 acres</b>	<b>Older apartments</b>
<b>Single Family:</b>	<b>2.08 acres</b>	<b>Homes within mixed land use blocks.</b>
<b>Public:</b>	<b>1.26 acres</b>	<b>CRA Parking lot</b>
<b>TOTAL ACRES</b>	<b>21.6 acres</b>	

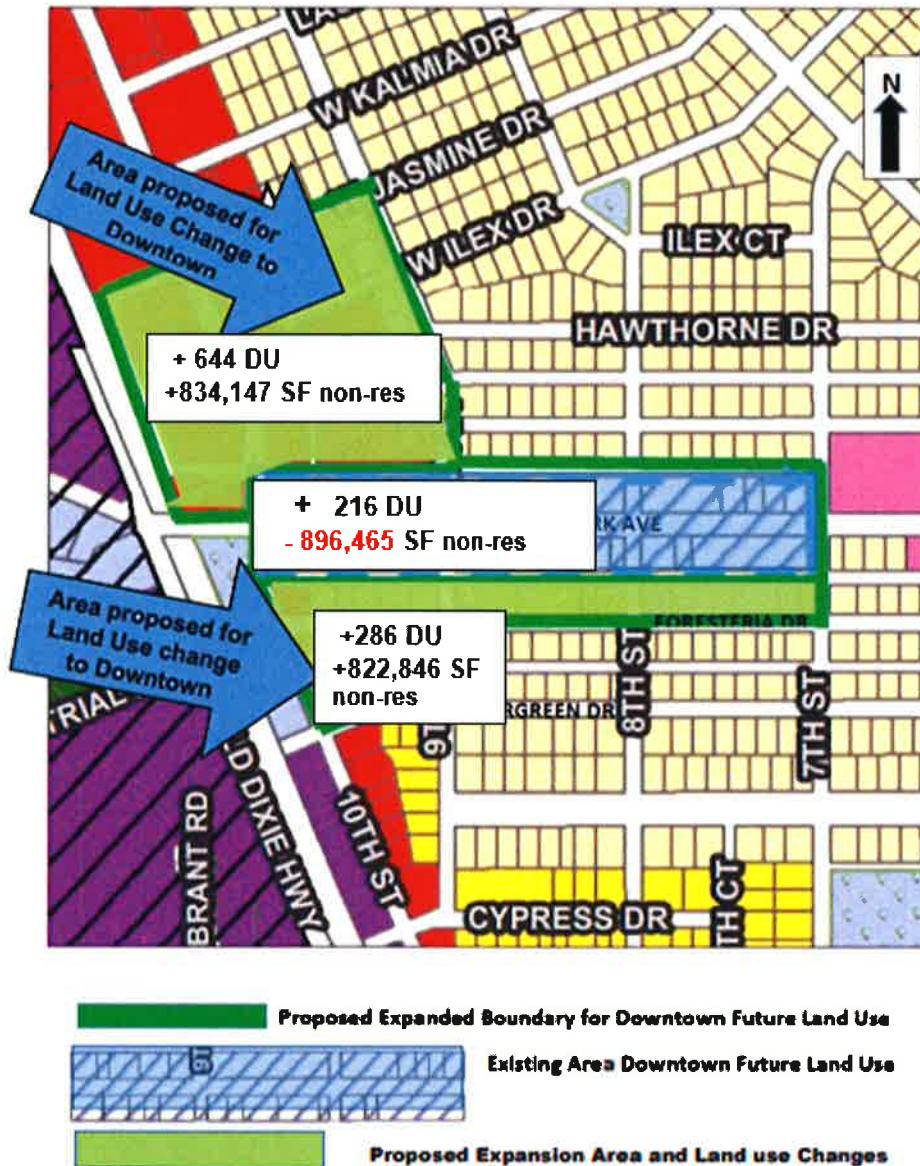
As the Commercial Future Land Use classification does not include residential use, the change to Downtown will produce the opportunity for a significant number of dwelling units, 641. The potential for additional units also occurs with an increase to 48 du/acre compared to the Residential Medium and Single-family densities which only allow a maximum density of 19 du/acre and 9 du/acre respectively.

Conversely, 6.98 additional acres of residential will now be available for mixed use or non-residential uses.

The proposed expansion also includes the CRA's new public parking lot. The proposed future land use change from "Buildings and Grounds" to Downtown Land Use will allow for future public-private development opportunities. Staff reviewed whether to include the Town-owned property adjacent to the railroad tracks within the Downtown Future Land Use Category. Currently staff recommends that it remain in the Public category, to reflect the Town's commitment to utilize the parcel for public purpose as a tri-rail station.

The following map shows the incremental increases that will occur, with the Comprehensive Plan amendments, in density and intensity in the two expansion areas and the existing Downtown area.

**PROPOSED AMENDMENTS: INCREMENTAL CHANGES TO DENSITY AND INTENSITY BY AREA**



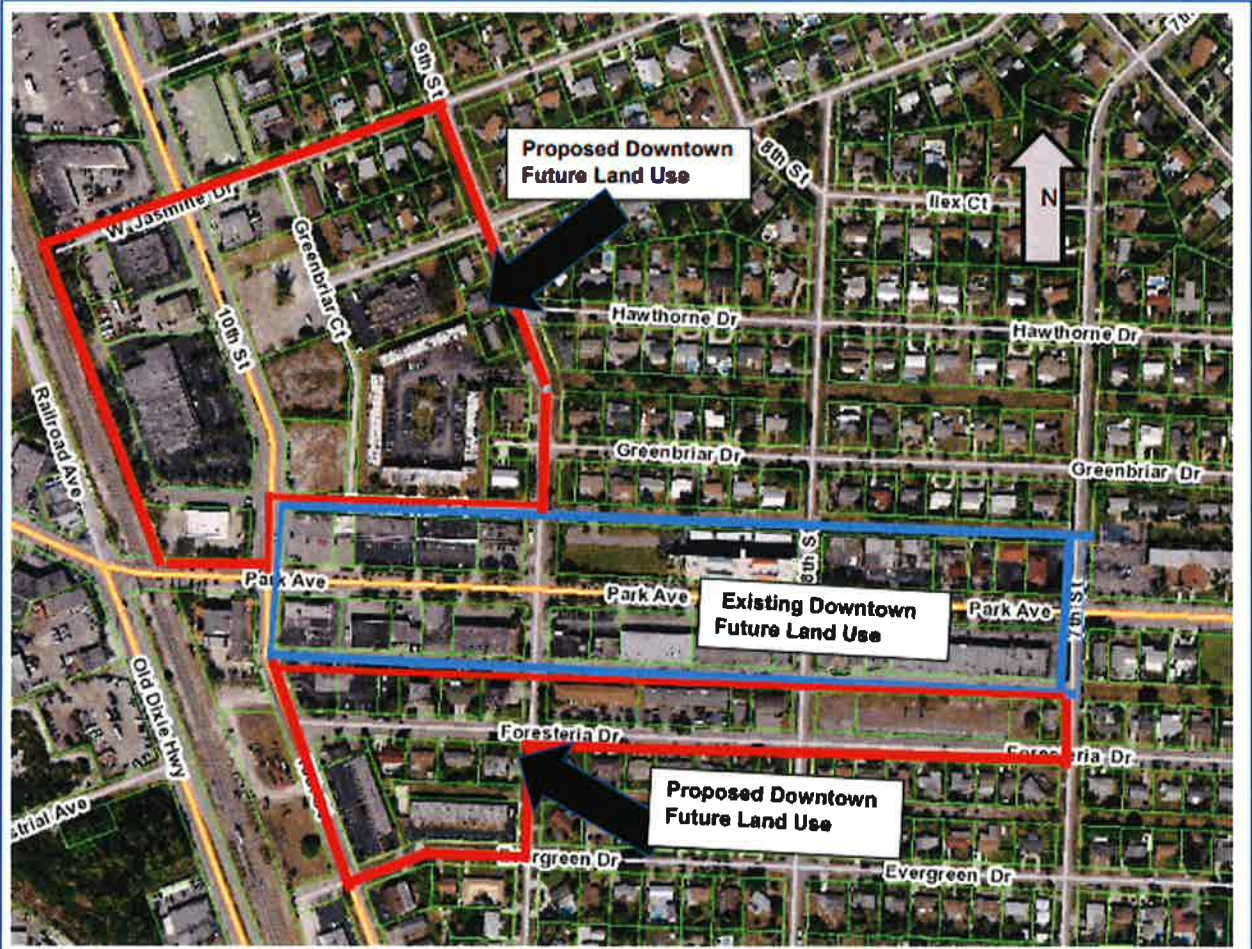
**Incremental Increase (total)**

**Additional dwelling units 1,146 (presume multi-family >2 stories)**

**Additional square footage non-residential = 760,555 SF**

The proposed increase in area for the Downtown Future Land Use will substantially increase opportunities for packaging land for development and redevelopment. Development/redevelopment sites in the expansion area include:

- 2.86 currently vacant acres on 10<sup>th</sup> St., just north of Park Ave.
- Humani Courts – 3.06 acres
- “Barbie’s parcel” combined with adjacent lots (previously marketed)
- Town parking lot
- 10<sup>th</sup> St. shopping center (Coastal Karma Brewery site)– 2.88 acres



**Existing Downtown Future Land Use (blue) – Proposed text change for density and intensity. 10.29 acres (real property)**

**Proposed Downtown Future Land Use (red) - Change from Commercial, Residential Medium, or Residential Single Family to Downtown Future Land Use. 21.56 acres (real property)**

## Impacts of Land Use Change

### Impact on adjacent properties:

The proposed northern expansion area abuts a stable single-family neighborhood to the east, and commercial and single-family to the north. The southern expansion would mainly impact single family to the south

While the Downtown Land Use Category would allow a fairly intense maximum density of 48 du/acre, the proposed Comprehensive text Policy 12.3 (discussed earlier) was specifically written to insure protection of the Town's adjacent residential uses as follows:

**Policy 12.3: The land development regulations developed to implement the Downtown Land Use shall provide for compatibility of adjacent land uses by establishing criteria to address buffering and to control the height and intensity of structures to mitigate the impacts of development on adjacent zoning districts, particularly single-family districts.**

The zoning regulations must be consistent with the above policy; therefore the Town, as part of the update of the PADD district will be creating new regulations to be carry out this policy. The proposed changes to the PADD being considered include a sub-district for areas adjacent to single family neighborhoods/uses, which has lower maximum heights than allowed in the Core of the district and greater buffers. The protection and stability of the adjacent single-family areas is considered essential. The intent is to insure the protection of the single family uses, while introducing the opportunity for those households to take advantage of a walkable downtown and associated amenities.

### Impacts on Levels of Service: Five and Ten Year Planning Periods

For concurrency purposes, per Chapter 163.3180 Florida Statutes the Town is required to look at a minimum 5 year planning period to insure adequate services for that period. The Town's Comprehensive Plan also requires that the Town analyze the impact on levels of service (LOS) caused by a change in Land Use to ensure that there will be adequate capacity to serve the new uses as well as maintain adopted levels of service for a five year period. The results are shown for both a 5 and a 10 year planning time frame in the tables that follow.

The services/public facilities to be reviewed are sanitary sewer, potable water, solid waste, parks, schools, and transportation. This analysis looks at the **incremental difference** (+ or -) between the approved capacity based on the current future land use designation, and the impact created by the proposed future land use designation.

Currently there are no pending major projects in the expanded Downtown area, although interest has been expressed by various investors and developers.

Development /redevelopment assumptions for the next ten years are:

- Initially, new business will occur in existing buildings, as more sustainable businesses replace others.
- Post Covid development of new office and retail will be limited.
- Interest will be in residential, multi-family development, mixed use development. A recent Market Study conducted for the Town by WTL +Associates indicated there was sufficient demand for up to 820 units town-wide by 2030. Subtracting approved projects and those in the approval process, this would conservatively leave a demand for 230-240 units over the next 10 years.
- The decision to locate a tri-rail station in Lake Park would spur development. This has not been included in the assumptions for the initial planning periods at this time.

Development projections and impact on service levels is shown in the two following tables.

	<b>5-year planning period 2022 -2026</b>	<b>10-year planning period 2022-2031</b>
Residential Growth		
Multi-family	150 dwelling units	350 dwelling units
Non- residential Growth – square feet		
Office /med office	3,000	6,000
Fitness, entertainment	1,000	2,000
Restaurant, food related	2,000	3,000
Personal services, commercial	2,000	4,000
<b>Total non-res.</b>	<b>8,000</b>	<b>15,000</b>



IMPACT ON SERVICES DUE TO FUTURE LAND USE CHANGES:			
a. FIVE ( 5 ) YEAR PLANNING PERIOD 2022-2026			
b. TEN (10) YEAR PLANNING PERIOD 2022 - 2031			
	CURRENT Future Land Use Designations	Proposed Future Land Use: Estimated Development	INCREMENTAL DIFFERENCE
Dwelling Units	Max. 384 DU allowed. Approx. 150 DU existing = approved available capacity for 234 DU	a. 150 DU	- 84 dwelling units
		b. 350 DU	+116 DU
Non-residential Square Feet	3,406,800 SF	a. 8,000 SF.	- 3,398,800 sq. ft.
		b.15,000 SF	- 3,3391,800 sq. ft.

**Five Year Planning Period:** Based on the above projections it is anticipated that **growth impacts for the next 5 year planning period will not exceed those that have already been recognized under the current adopted Future Land Use.** The impact on capacity is therefore anticipated to be minimal, and **ALL LEVELS OF SERVICE WILL CONTINUE TO BE MET.**

**Ten Year Planning Period:** Based on the above projections non-residential development will still be below the previously approved capacity. With the new future land use, the projected number of residential units would exceed the current future land use by 116 dwelling units. However, the only LOS that might be exceeded in this 10 year time frame would be for the Lake Park Elementary school. However, given that the anticipated residential units will be primarily multi-family apartments, the actual number of school students per dwelling unit is expected to be lower. Any proposed development is required to submit an application to the School District regarding anticipated capacity, which must be approved by the District.

Impacts on specific services can be found in Appendix A, Table 1A and Table 1B.

### **Build-out**

At a hypothetical maximum, buildout, the proposed Future Land Use amendments would generate 1,530 dwelling units and 4.167 million square feet of non-residential in the Downtown area

In reality, this is tempered by site realities such as the ability to provide parking, height restrictions, setbacks, etc. Additionally, trends and markets change over time, with outcomes difficult to predict.

The Pandemic has demonstrated how rapidly land use can be impacted, as the demand for office space has decreased in many communities. Due to changes in lifestyle and work due to Covid, as well as changes in purchasing habits, new office and commercial will be limited in the immediate future. Any major office development would likely be tied to the construction of a tri-rail station.

The incremental changes from the current Future Land Use categories of the expanded area and change to Downtown definition would be an increment of 1,146 new units and an additional 760,550 square feet of non-residential. An analysis of impacts on level of service at “buildout” is included in Appendix A, Table 3.

**Regardless of allowable densities and intensities, at the time of approval all new development must demonstrate the ability to meet concurrency requirements.**

The Comprehensive Plan states “... the ability to achieve the maximum residential density and/or Floor Area Ratio (F.A.R.) is contingent upon, and shall be limited by, the ability to meet adopted Level of Service Standards in the short-term planning horizon.”

Should the Town replace traffic concurrency, the Town would establish new measures for level of service such as areawide road level of service (LOS) and multimodal quality of service (QOS), which all projects would be required to meet.

#### **Impacts on important state resources or facilities**

The change in Land Use is not anticipated to impact any “important state resources and facilities” per FS (163.3184(3) (b) 4.

## **ACTIONS TO DATE, PRIOR TO ADOPTION HEARING**

### **LOCAL PLANNING AGENCY ACTION AND RECOMMENDATION**

The Planning and Zoning Board, sitting as the Local Planning Agency (LPA), held a public hearing on December 6, 2021. **The Board voted unanimously 5-0 to recommend approval to the Town Commission of the proposed Ordinance containing the Comprehensive Plan amendments.**

Board members comments included concerns regarding potential impacts on adjacent single-family areas particularly along Foresteria, the need to cap the building height, and the importance of open space as building height increased. Staff explained that these items would be addressed in the revised Land Development Regulations (LDRs) for the PADD. Also, the proposed Land Use Element policy 12.3 requires that LDRs be created to protect the adjacent single family districts.

### Local Planning Agency Findings

- The proposed text amendments and land use map amendment are consistent with the goals, objectives, and policies of the Town of Lake Park Comprehensive Plan.
- The proposed amendment is necessary to reflect changing conditions and trends which encourage mixed use.
- The proposed map amendment is compatible with the surrounding properties and land use patterns.
- The proposed amendment will further the establishment of a transit hub in the Park Avenue/FEC RR area.
- Adopted levels of service (LOS) will continue to be met, within the next 5 year planning period, with the land use change.

### **TOWN COMMISSION- TRANSMITTAL HEARING**

The Transmittal Hearing was held December 15, 2021, and **the Commission unanimously approved the Ordinance on first reading on December 15, 2021.** The proposed amendments and back up information were submitted to the Department of Economic Opportunity (DEO) and other required agencies on December 21, 2021 for review and comment as required by State Statute.

### **STATE APPROVAL PROCESS**

Following first reading, the proposed amendments were be sent to the Florida Department of Economic Opportunity (State Land Planning Agency) and other agencies set by State Statute for review and comment. No objections were received. The three agency responses are included following this report. The Town is now proceeding to adopt the ordinance.

Once the ordinance is adopted, the Town has 10 days to submit the signed, adopted ordinance, copy of the amended Comprehensive Plan and other required documents to the State Department of Economic Opportunity (DEO) and any other commenting agencies. After the submission is deemed complete by DEO, there is a 31 day window for any challenges. None are expected. Thus the amendments are anticipated to become effective in late March.

### **Interlocal Notice and Legal Notice Requirements**

Legal notice requirements have been met for the adoption hearing, as the Town published a display ad in the February 6, 2022 Palm Beach Post. This is required by State Statute and Town Code for a land use change over 10 acres or change in use/density within a land use category.

The proposed amendments were also sent to IPARC, which is an Interlocal clearinghouse to distribute the amendments to adjacent jurisdictions, the School District and the Treasure Coast Regional Planning Council. Only one minor comment was received, from the Treasure Coast Regional Planning Council. Their suggested change has been incorporated into the ordinance for adoption.

## **Appendix A**

**TABLE 1A: IMPACT ON SERVICES DUE TO FUTURE LAND USE CHANGES: FIVE YEAR PLANNING PERIOD (2022-2026)**

**TABLE 1B: IMPACT ON SERVICES DUE TO FUTURE LAND USE CHANGES: TEN YEAR PLANNING PERIOD (2022-2031)**

**TABLE 2: CURRENT CAPACITY AND LOS OF SERVICES**

**TABLE 3: "BUILD-OUT": IMPACT ON SERVICES DUE TO FUTURE LAND USE CHANGES**

**TABLE 4: IMPACT OF PROPOSED CHANGE ON DENSITY AND INTENSITY BY AREA**

**TABLE 1A  
IMPACT ON SERVICES DUE TO FUTURE LAND USE CHANGES:  
FIVE ( 5 ) YEAR PLANNING PERIOD 2022-2026**

	<b>CURRENT Future Land Use Designations</b>	<b>Proposed Land Use: Estimated Development</b>	<b>INCREMENTAL DIFFERENCE</b>
<b>Dwelling Units</b>	<b>384 DU allowed. Approx. 150 DU existing = approved available capacity for 234 DU</b>	<b>150 DU</b>	<b>- 84 dwelling units</b>
<b>Population</b>	918 persons Approx. 300 persons currently in area. Remaining approved capacity approx. 600 persons	<b>358 persons</b>	<b>-242</b>
<b>Non-residential Square Feet</b>	<b>3,406,800 SF</b>	<b>8,000 SF. (est. 3 acres)</b>	<b>- est.3,396,800 sq. ft.</b>
<b>Potable water</b> <i>Res.= 97 GPD/capita Non- Res: 1,777 GPD /Acre</i>	<b>116,835 GPD</b>  (R 89,046 NR 27,789)	<b>40,050 GPD</b>	<b>Less than current Comprehensive Plan, therefore sufficient capacity</b>
<b>Sanitary Sewer</b> <i>Res: 66 GPD/capita Non-res: 1,089 GPD/acre</i>	<b>86,343 GPD</b>  (R 60,58 NR 25,755)	<b>26,895 GPD</b>	<b>Less than current Comprehensive Plan, therefore sufficient capacity</b>
<b>Solid Waste</b> <i>Res: MF=3.43 lbs/capita/day Non-res: 112.56 lbs/acre/day</i>	<b>5,770 lbs./day</b>  R 3,148 <u>C 2,622</u>	<b>1,556 lbs./day</b>	<b>Less than current Comprehensive Plan, therefore sufficient capacity</b>
<b>Recreation</b> <i>2.5 acres/1,000 population</i>	<b>2.5 acres</b>	<b>1 acre</b>	<b>Less than current Comprehensive Plan, therefore sufficient capacity</b>
<b>Schools</b>	384 du 234 du capacity remaining	150 du	<b>Less than current Comprehensive Plan, therefore sufficient capacity</b>
<b>Trips</b> <i>MF&gt;2 stories =5.44 ADT/DU; see non-residential table</i>	2,088 est. res. trips non-res. = trips based on 3,406,827 sq. ft.	Approx. 1400 ADT	<b>Less than current Comprehensive Plan, therefore sufficient capacity</b>

Pop = 2.39 pph, based on Palm Beach County figures.

**TABLE 1-B  
IMPACT ON SERVICES DUE TO FUTURE LAND USE CHANGES: TEN (10) YEAR  
PLANNING PERIOD 2022-2031**

	<b>CURRENT Future Land Use Designations</b>	<b>Proposed Land Use: Estimated Development</b>	<b>INCREMENTAL DIFFERENCE</b>
<b>Dwelling Units</b>	<b>384 DU allowed.</b> Approx. 150 DU existing = approved available capacity for 234 DU	<b>350 DU</b>	<b>+ 116 DU</b>
<b>Population</b>	<b>918 persons</b> Approx. 300 persons currently in area. Remaining approved capacity approx. <b>600 persons</b>	<b>836 persons</b>	
<b>Non-residential Square Feet</b>	<b>3,406,800 SF</b>	<b>15,000 SF.</b> (est. 6 acres)	<b>- est.3,391,800 sq. ft.</b>
<b>Potable water</b> <i>Res.= 97 GPD/capita</i> <i>Non- Res: 1,777 GPD /Acre</i>	<b>116,835 GPD</b>  (R 89,046 NR 27,789)	<b>91,754 GPD</b>	<b>Less than current Future Land Use impact.</b> <b>Sufficient capacity</b>
<b>Sanitary Sewer</b> <i>Res: 66 GPD/capita</i> <i>Non-res: 1,089 GPD/acre</i>	<b>86,343 GPD</b>  (R 60,58 NR 25,755)	<b>61,710 GPD</b>	<b>Less than current Future Land Use impact.</b> <b>Sufficient capacity</b>
<b>Solid Waste</b> <i>Res: MF=3.43 lbs/capita/day</i> <i>Non-res: 112.56 lbs/acre/day</i>	<b>5,770 lbs./day</b>  R 3,148 <u>C 2,622</u>	<b>3,542 lbs./day</b>	<b>Less than current Future Land Use impact.</b> <b>Sufficient capacity</b>
<b>Recreation</b> <i>2.5 acres/1,000 population</i>	<b>2.5 acres</b>	<b>1 acre</b>	<b>Sufficient capacity</b>
<b>Schools</b>	384 du 234 du capacity remaining	350 du	<b>Slightly greater than current Future Land Use impact.</b>
<b>Trips</b> MF>2 stories =5.44 ADT/DU; see non-residential table	Residential trips estimated at 2,088 ADT, 1,275 capacity remaining Non-residential trips would be based on <u>3,406,827 sq. ft.</u>	Residential trips- 1904 ADT Non-residential trips based on <u>15,000 sq. ft.</u>	<b>Less than current Future Land Use impact.</b> <b>Sufficient capacity</b>

- Reflects Changes Future land use categories in Expansion area, and Changes in the Existing Downtown FLU area due to proposed changes in density and intensity.

## TABLE 2: Available Capacity

### Potable Water

Available Capacity 2020: 12,500,000 GPD (12.5 MGD)

**Source: Seacoast Utility web site- Water Dept., Lake Park Comprehensive Plan**

### Sanitary Sewer

Seacoast Available Capacity: 2,000,000 GPD (2MGD)

**Source: Seacoast Utility Web site – Wastewater Dept.**

### Solid Waste

SWA Available Capacity: “sufficient to all convert waste for next 20 years”

**Source: Solid Waste Authority of Palm Beach County**

### Parks and Recreation

Available Capacity 2020: 10.4 acres

**Source: Lake Park Comprehensive Plan, BEBR University of FL.**

### Schools

LOS Standard: Enrollment not to exceed 110%capacity (measured in Concurrency Service Areas)

Available Capacity – likely schools

Lake Park Elementary (2020) = 79 FTE (excluding additional 10% allowable capacity)

Howell Watkins Middle School (2020) = 371 FTE (excluding additional 10% allowable capacity)

Palm Beach Gardens High (2020) = 227 FTE (excluding additional 10% allowable capacity)

**Source: February FTE Enrollment Report SY2020-2021, Joyce Chai – Palm Beach County School District Sr. Planner**

### Roads

Town LOS Standard: D (all roads)

Park Avenue- US #1 to 10th St (2L - 5,522 ADT) LOS E =16,200

Silver Beach – Old Dixie to US #1 (2L – 13,150 ADT) LOS E = 16,200

Old Dixie to Congress Ave. (4LD -16,800 ADT) LOS E = 35,100

Old Dixie Hwy.

Northlake Blvd.

US #1

Congress Ave.

**TABLE 3**

**“BUILD-OUT”: IMPACT ON SERVICES DUE TO FUTURE LAND USE CHANGES AT BUID-LOUT**

	<b>CURRENT Future Land Use Designations</b>	<b>PROPOSED Future Land Use Designation* 48 DU/Ac and 3.0 FAR</b>	<b>INCREMENTAL DIFFERENCE</b>
Dwelling Units	<b>384 DU</b>	<b>1530 DU</b>	<b>+ 1,146 DU</b>
Population	918 persons	3,657 persons	<b>+ 2,738 persons</b>
Non-residential Square Feet	<b>3,406,827 SF</b>	<b>4,167,382 SF</b>	<b>+ 760,555 SF</b>
<b>Potable water</b> <i>Residential: 97 GPD/capita Non- Res: 1,77 GPD /Acre</i>	<b>116,835 GPD</b>  (R 89,046 NR 27,789)	<b>392,216 GPD</b>  (R= 354,729 NR =37,487)	<b>+ 275,381 GPD</b>
<b>Sanitary Sewer</b> <i>Res: 66 GPD/capita Non-res: 1,089 GPD/acre</i>	<b>86,343 GPD</b>  (R 60,58 NR 25,755)	<b>276,316 GPD</b> R= NR=	<b>+189,973GPD</b>
<b>Solid Waste</b> <i>Res: MF=3.43 lbs/capita/day Non-res: 112.56 lbs/acre/day</i>	<b>5,770 lbs./day</b>  R 3,148 <u>C 2,622</u>	<b>16,091 lbs/day</b>	<b>+10,321 lbs./day</b>
<b>Recreation</b> <i>2.5 acres/1,000 population</i>	<b>2.5 acres</b>	<b>9.14 acres</b>	<b>+6.6 acres of parks</b>
<b>Schools</b>	384 du	1530 du	<b>+255 FTE students 122 elementary 56 middle school 77 high school</b>
<b>Trips</b> <i>MF&gt;2 stories =5.44 ADT/DU; see non- residential table</i>			<b>+ 17,078 trips</b>



**TABLE 4: IMPACT OF PROPOSED CHANGE ON DENSITY AND INTENSITY BY AREA**

**Existing Downtown Future Land Use Area -Maximum Allowable**

Acres 10.29	<b>CURRENT</b> Downtown Future Land Use	<b>PROPOSED</b> – text change to Downtown Land Use	<b>INCREMENTAL CHANGE</b>
Density and Intensity	<b>27 du/acre FAR 5.0</b>	<b>48 du/acre FAR 3.0</b>	
Max. Dwelling Units	278 dwelling units	494 dwelling units	<b>+216 dwelling units</b>
Population	942 persons	1,675 persons	<b>+ 733 persons</b>
Max. Non-commercial square ft. (FAR)	2,241,162 sq. ft.	1,344,697 sq. ft.	<b>-896,465 sq. ft.</b>

**Downtown Expansion Area**

<b>CURRENT Future Land Use – Comprehensive Plan</b>					<b>PROPOSED Downtown Future Land Use</b>			<b>INCREMENTAL CHANGE</b>
FLU	Total Acres	Max. DU	Max Pop	Max. non-res. SF@2.0 FAR	Max. DU @48	Max Pop.	Max non-res @ 3.0 FAR.	
<b>1. NORTH</b>	<b>13.9</b>							
Commercial	11.3	0		986,198	542 du		1,476,684	
Res. Medium 19 DU/Acre	.55	11 DU		0	26 du		71,874	
Single Family 6 DU/Acre	2.08	13 DU		0	100 du		271,814 T=1,820,372	<b>+834,147sf + 644 DU</b>
<b>North total</b>		<b>24</b>			<b>668</b>			
<b>2. SOUTH</b>	<b>5.38</b>							
Res. Medium 19 DU/acre	4.12	78 DU			198 du		538,401	<b>+120 DU</b>
P-Public	1.26	na		na	60 du		164,656	<b>+ 60 DU</b>
<b>3. PADD w/o LU</b>	<b>2.29</b>							
Commercial	2.06			179,467 SF	99 du		269,200	<b>+ 99 DU</b>
Res. Med 19 DU	.23	4			11 du		30,056	<b>+ 7 DU</b>
<b>TOTAL – Expansion Area</b>	<b>21.57</b>	<b>106 du</b>		<b>1,165,665 sq. ft.</b>	<b>1036 du</b>		<b>2,822,685</b>	<b>+1,657,020 + 930 DU</b>

**TOTAL INCREMENTAL CHANGE FOR ENTIRE DOWNTOWN AREA =**

$$1,657,020 - 896,465 = + 760,555 \text{ sq. ft. non-residential}$$

$$216 + 930 = + 1, 146 \text{ dwelling units}$$

**RECOMMENDED MOTION:**

**I MOVE TO ADOPT ORDINANCE 11-2021 AS AMENDED,  
ON SECOND READING.**

## AGENCY COMMENTS

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

January 20, 2022

The Honorable Michael O'Rourke  
Mayor, Town of Lake Park  
Town Hall  
535 Park Avenue  
Lake Park, Florida 33403

Dear Mayor O'Rourke:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the Town of Lake Park (Amendment No. 21-036SR) received on December 21, 2021. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Town is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Town. If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.
- The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, must be held within 180 days of your receipt of agency comments or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- The adopted amendment must be rendered to the Department. Under Section 163.3184(3)(c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(904) 246-7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](https://www.Twitter.com/FLDEO) | [www.Facebook.com/FLDEO](https://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**From:** [Hymowitz, Larry](#)  
**To:** [DCPexternalagencycomments](#); [Karen Golonka](#)  
**Cc:** [Fasiska, Christine](#)  
**Subject:** Town of Lake Park 21-3ESR - FDOT District Four Review  
**Date:** Thursday, January 20, 2022 10:18:54 AM  
**Attachments:** [image001.png](#)

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I am writing to advise you that the Department **will not be issuing formal comments** for the proposed Town of Lake Park comprehensive plan amendment with DEO reference number 21-3ESR relating to downtown density increase.

The Department requests one electronic copy of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents highlighting any changes from the original transmittal.

Thank you.



**Larry Hymowitz**

Planning Specialist, Policy and Mobility Planning Section  
Planning & Environmental Management - FDOT District Four  
p: (954) 777-4663 f: (954) 677-7892  
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309  
e: [larry.hymowitz@dot.state.fl.us](mailto:larry.hymowitz@dot.state.fl.us) w: [www.dot.state.fl.us](http://www.dot.state.fl.us)



TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 4B4

From: Staff

Date: January 14, 2022

Subject: Local Government Comprehensive Plan Review  
Draft Amendment to the Town of Lake Park Comprehensive Plan  
Amendment No. 21-03ESR

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes the regional planning council to review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the Town of Lake Park was received on December 21, 2021 and contains text amendments to the Future Land Use Element and modifications to the Future Land Use Map. This report includes a summary of the proposed amendments and Council comments.

Summary of Proposed Amendments

The proposed amendments are the result of Community Redevelopment Agency (CRA) workshops and discussions held over the past two years regarding the need to expand the Park Avenue Downtown District (PADD)/Downtown boundaries to allow for greater redevelopment potential. The CRA board expressed a desire to allow for increases in height and density in that area to reflect market realities. The proposed amendments to the comprehensive plan reflect this strategic approach, and prepare for the amendments to the PADD zoning district that will follow. The overall goal of the text changes are to create the opportunity for a balanced mix of land uses that makes sense from a market perspective and will encourage redevelopment. The amendments, shown in ~~strikeout~~ and underline format are summarized below and included as Exhibit 2:

- Objective 12 and related policies will be added to the Future Land Use Element to provide general guidance on the Downtown Future Land Use category. Currently, there are no objectives or policies for this Future Land Use Category. The intent of the land use

category is to encourage a downtown that promotes a mix of uses; integrates with the surrounding neighborhoods; and will facilitate development that will complement a future Tri-Rail Station.

- Density will be increased from 27 du/acre to 48 du/acre and the floor area ratio (FAR) will be reduced from 5.0 to 3.0 in the Downtown Future Land Use Category. Rather than applying the measures on a parcel by parcel basis, the measures will be applied as a maximum average across the Downtown area.

In addition to the text amendments, the Town is proposing to increase the Downtown Future Land Use area by adding 21.6 acres of real property. The proposed Future Land Use Map showing the expansion area is included as Exhibit 3. Currently, the area with the Downtown Future Land Use designation would accommodate a maximum of 278 dwelling units and 2.24 million square feet of non-residential. With the expanded boundary and changes to the density and intensity within the designation, the impacts of the proposed amendments are shown below:

	<b>Maximum Allowable</b>		<u>quare feet</u>
	<u>Dwelling Units</u>	<u>Non-Residential S</u>	
Current Downtown Category and area	278	2.24 million	
Current Downtown area with text changes	494	1.35 million	
Expanded total Downtown area	1,530	4.17 million	

With respect to impacts on level of service (LOS) standards for sanitary sewer, potable water, solid waste, parks, schools, and transportation, the Town staff report indicates that there is adequate capacity to serve the new uses as well as maintain adopted levels of service for the five-year planning period. The report further indicates that for the ten-year planning period, the only LOS that might be exceeded would be for Lake Park Elementary School. However, the report states that given that the anticipated residential units will be primarily multi-family apartments, the actual number of school students per dwelling unit is expected to be lower. Any proposed development will be required to submit an application to the School District to determine if there will be capacity deficiencies. Additionally, the Town will require that, at the time of approval, all new development must demonstrate to ability to meet concurrency requirements.

Regional Impacts

No adverse effects on regional resources or facilities have been identified.

Extrajurisdictional Impacts

The proposed amendments were circulated by the Palm Beach County Intergovernmental Plan Amendment Review Committee Clearinghouse Coordinator on November 28, 2021. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. For clarification and internal consistency, Council suggests revising the proposed language in Policy 12.2 **from:**

**Policy 12.2:** Within section 3.4.3 “Future Land Use Classification System” the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area.

The Commission may approve a project greater than 48 du/acres so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre. The land development regulations shall provide for a maximum FAR of 3.0 for non-residential uses. Development of sites within the Downtown Land Use may exceed the maximum 3.0 FAR, so long as the average FAR for the entire Downtown Land Use area does not exceed 3.0, is consistent with the policies contained herein and as provided in the land development regulations.

**To:**

**Policy 12.2:** Within section 3.4.3 “Future Land Use Classification System” the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area.

The Commission may approve a project greater than 48 du/acres so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre, is consistent with the policies contained herein and as provided in the land development regulations. The land development regulations shall provide for a maximum FAR of 3.0 for non-residential uses. Development of sites within the Downtown Land Use may exceed the maximum 3.0 FAR, so long as the average FAR for the entire Downtown Land Use area does not exceed 3.0, is consistent with the policies contained herein and as provided in the land development regulations.

#### Recommendation

Council should approve this report and authorize its transmittal to the Town of Lake Park and the Florida Department of Economic Opportunity.

#### Council Action – January 21, 2022

Commissioner O’Bryan from Indian River County moved approval of the staff report. Councilman Hmara from the Village of Royal Palm Beach seconded the motion, which carried unanimously.



**ORDINANCE NO. 11-2021**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT BY AMENDING THE DENSITY AND INTENSITY OF THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; PROVIDING FOR A NEW OBJECTIVE SETTING FORTH POLICIES RELATED TO THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; AMENDING THE FUTURE LAND USE MAP BY ASSIGNING THE DOWNTOWN FUTURE LAND USE CLASSIFICATION TO APPROXIMATELY 21.6 ACRES OF REAL PROPERTY AS SHOWN THEREON; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Lake Park, Florida (Town) has adopted a Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, previously known as the “Local Government Comprehensive Planning and Land Development Regulation Act” and now known as the “Community Planning Act” (the Act); and

**WHEREAS**, the former Department of Community Affairs, now known as the Department of Economic Opportunity, has previously determined that the Town’s Comprehensive Plan was “in compliance” with the Act; and

**WHEREAS**, the Town’s Planning and Zoning Board sitting as the Local Planning Agency (LPA) has conducted the public hearings required by §163.3174(4)(a), *Fla. Stat.*, and has recommended that the Commission amend the Town’s Comprehensive Plan as set forth herein; and

**WHEREAS**, the Commission has conducted a public hearing to consider the LPA's recommendation regarding the proposed amendments to the Future Land Use Element, (the Amendments) and

**WHEREAS**, the Commission has determined that the proposed amendments are in compliance with the Act; and

**WHEREAS**, pursuant to § 163.3184(11), *Fla. Stat.*, the Commission has conducted the required public hearings and considered public comments regarding the Amendments; and

**WHEREAS**, the Town Commission has conducted a transmittal and adoption hearings in accordance with § 163.3184 (11), *Fla. Stat.*, to adopt the amendments,

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

**Section 1:** The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

**Section 2:** The Future Land Use Element of its Comprehensive Plan is hereby amended as follows:

### **3.0 FUTURE LAND USE ELEMENT**

#### **Objective 12: Redevelopment of the Historical Downtown Area**

A Downtown Future Land Use Classification is established to facilitate the redevelopment of the historical Park Avenue downtown and the immediate surrounding area. This land use category encourages a dense, vibrant, walkable mixed-use downtown that combines residences, businesses, and civic spaces, and that is well-integrated into the surrounding neighborhoods.

This land use classification is also intended to facilitate development that complements a future tri-rail station.

**Policy 12.1:** The Downtown Land Use classification is implemented by the Park Avenue Downtown District (PADD) zoning district. The Downtown Land Use shall provide for the development or redevelopment of compact residential and non-residential or mixed use buildings to complement the existing buildings.

**Policy 12.2:** Within section 3.4.3 "Future Land Use Classification System" the Downtown Land Use provides for a density of 48 du/acre and a FAR of 3.0 across the entire contiguous area.

The Commission may approve a project greater than 48 du/acres so long as the average density of development within the entire contiguous Downtown Land Use area does not exceed 48 du/acre, and is consistent with the policies contained herein and meets the land development regulations. The land development regulations shall provide for a maximum FAR of 3.0 for non-residential uses. Development of sites within the Downtown Land Use may exceed the maximum 3.0 FAR, so long as the average FAR for the entire Downtown Land Use area does not exceed 3.0, is consistent with the policies contained herein and as provided in the land development regulations.

**Policy 12.3:** The land development regulations developed to implement the Downtown Land Use shall provide for compatibility of adjacent land uses by establishing criteria to address buffering and to control the height and intensity of structures to mitigate the impacts of development on adjacent zoning districts, particularly single-family districts

**Policy 12.4** Development and redevelopment shall be supported by publicly accessible civic spaces, walkable and bikeable streets and served by varied forms of public and private transportation.

#### **Policy 12.5**

Development shall provide for and accommodate various alternative mobility and micro-mobility options, consistent with policies of the Transportation Element, to achieve the safe interconnectivity of vehicular, pedestrian, and other non-motorized movement, and promote sustainability.

#### **Policy 12.6**

The Town shall continue to pursue a proposed train station location immediately adjacent to the Downtown future land use area, in support of its redevelopment and mobility goals.

### **3.4.3 Future Land Use Classification System**

Land use categories listed as follows are hereby adopted as the "Future Land Use Classification System.", consistent with and as a means to implement the objectives and policies of this element. Please note that the ability to achieve the maximum residential density and/or Floor Area Ratio (F.A.R.) is contingent upon, and shall be limited by, the ability to meet adopted Level of Service Standards in the short term planning horizon.

Downtown – Mixed Use development with a maximum F.A.R. of 5.0 which shall not exceed 3.0 per gross acre, as calculated for the entire contiguous Downtown Land Use area. and a maximum residential density of 27 units per gross acre. The maximum density shall not exceed an average of 48 dwelling units per gross acre, as calculated for the entire contiguous Downtown Land Use area.

Residential uses shall comprise no less than 20 percent, or no more than 80 percent, of the floor area of any vertical mixed-use building, and no less than 20 percent and no more than 80 percent of the buildings on a development site or block face. Horizontal mixed use may be developed and bonus units may be granted in excess of 48 units per acre on one site, so long as the average density for the entire contiguous Downtown Land Use area does not exceed 48 units per acre.

### **3.4.4 Future Land Use Map- Change in Land Use**

The properties within the Town as shown on the map below and boundaries described herein are being changed from their current future land use designations of either Commercial, Public Buildings and Grounds, Residential Medium Density, or Single-family Residential to "Downtown" on the Future Land Use Map series.

Description:

*Properties within the area bounded on the west by the FEC RR r-o-w, on the east by 9<sup>th</sup> Street, on the north by West Jasmine Drive, and on the south by Greenbrier Court,*

*Together with*

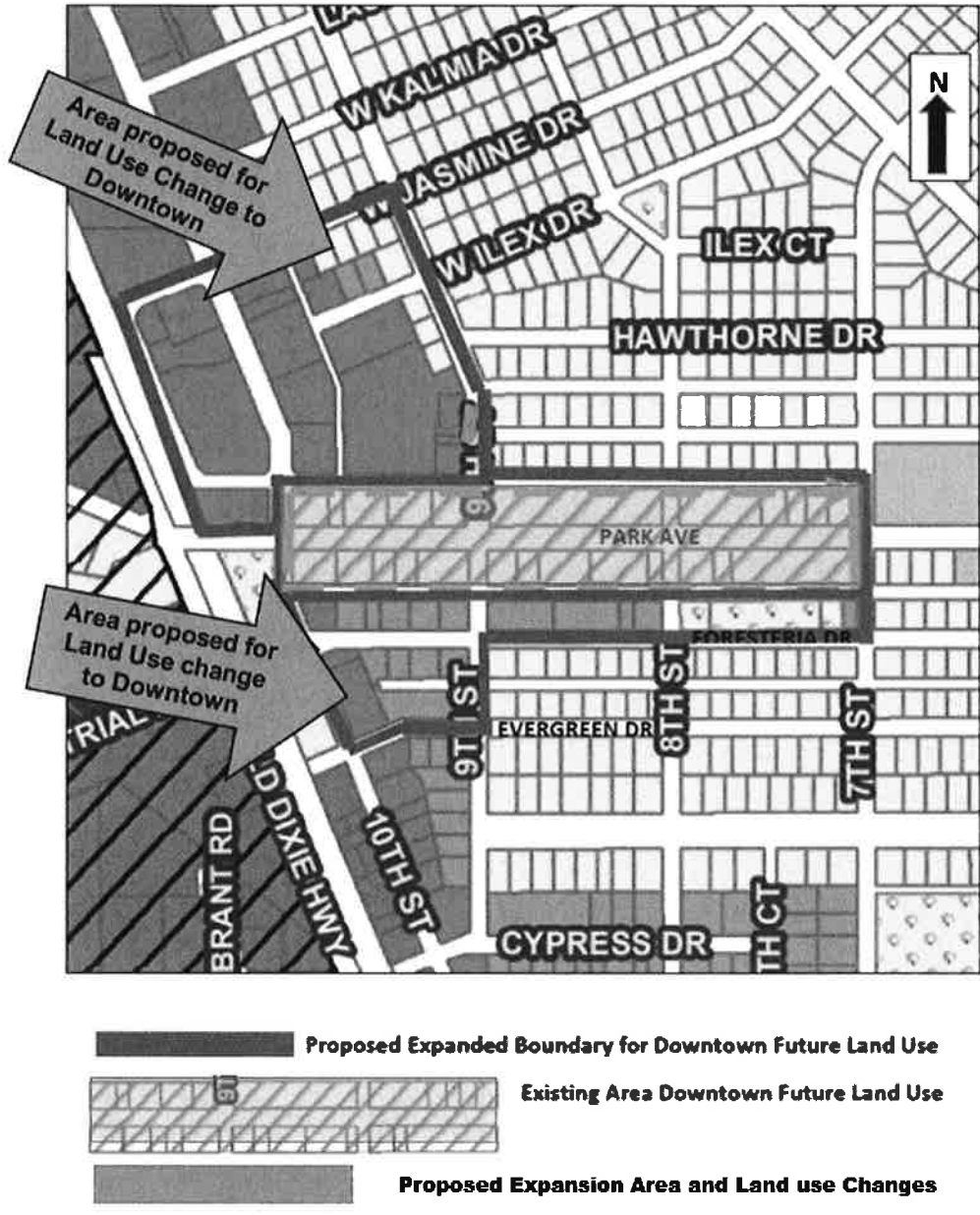
*One parcel bounded on the west by the FEC RR r-o-w, on the east by 10<sup>th</sup> Street, on the north by Greenbrier Court and on south by Park Avenue.*

*Together with*

*Properties within the area bordered on the west by 10<sup>th</sup> Street, on the east by, 7<sup>th</sup> Street, on the south by Foresteria Dr., and the north by the r-ow-(alley) behind the properties in the 900 block of Park Avenue,*

*And*

*Properties within the area bordered on the west by 10<sup>th</sup> Street, on the east by 9<sup>th</sup> Street, on the north by Foresteria Drive, and the south by Evergreen Drive.*



**Section 4. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 5. Severability.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent

jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 6. Effective Date.** The amendments to the Comprehensive Plan contained within this Ordinance shall become effective in accordance with the provisions of § 163.3184(3)(c)4., Fla. Stat.

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**TOWN OF LAKE PARK**  
**NOTICE OF PROPOSED ADOPTION OF**  
**AMENDMENTS TO THE COMPREHENSIVE PLAN:**  
**TEXT AND LAND USE CHANGE**

Notice is hereby given that the Town of Lake Park, in accordance with the requirements of Chapter 163, Part II, Florida Statutes and other authority, intends to adopt on second reading the following ordinance to amend its adopted Comprehensive Plan by amending text related to the Downtown Future Land Use Category and amending the Future Land Use Map by assigning the Downtown Future Land Use category to 21.57 acres, as shown in the map in this ad.

**ORDINANCE NO. 11-2021**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR AMENDMENTS TO THE TEXT OF THE FUTURE LAND USE ELEMENT BY AMENDING THE DENSITY AND INTENSITY OF THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; PROVIDING FOR A NEW OBJECTIVE SETTING FORTH POLICIES RELATED TO THE DOWNTOWN FUTURE LAND USE CLASSIFICATION; AMENDING THE FUTURE LAND USE MAP BY ASSIGNING THE DOWNTOWN FUTURE LAND USE CLASSIFICATION TO APPROXIMATELY 21.6 ACRES OF REAL PROPERTY AS SHOWN THEREON; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**ADOPTION HEARING BY LAKE PARK TOWN COMMISSION**

**Date: Wednesday February 16, 2022 at 6:30 pm or as soon thereafter as the matter can be heard.**

**Location: Town Commission Chambers, located in Town Hall, 535 Park Ave., Lake Park, FL 33403**



**Existing Downtown Future Land Use - Change in Density and Intensity within Land Use Definition**

**Proposed Downtown Future Land Use – Change in Future Land Use from Commercial, Residential Medium Density or Residential single family to Downtown Future Land Use**

To receive a copy of the ordinance or request information on the Comprehensive Plan amendments please call the Community Development Department at 561-881-3320, ext. 325.

If a person decides to appeal any decision made by the Town Commission with respect to such hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Vivian Mendez, Town Clerk

**PUB:** Sunday, February 6, 2022, The Palm Beach Post



# **New Business**

# TAB 11



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** 2/16/2022

**Agenda Item No.**

**Agenda Title:** FISCAL YEAR END 2021/2022 AMERICAN RESCUE PLAN ACT UPDATE

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

**Approved by Town Manager** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Lourdes Cariseo** **Finance Director**  
 Name/Title

<b>Originating Department:</b>  <b>FINANCE</b>	<b>Costs:</b> : <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	<b>Attachments:</b> <b>Attachment "A"</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _LC <b>Please initial one.</b>

**Summary Explanation/Background:**

In March 2021, the American Rescue Plan Act of 2021 (ARPA) established and issued an interim final rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide state, local and Tribal governments with resources needed to respond to the pandemic effects and to build a stronger, more equitable economy during the recovery.

The U.S. Treasury issued the American Rescue Plan Act final rule on January 6, 2022. The final rule allows local and Tribal governments to determine their revenue loss through calculations as set forth in the Act or use a standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program.

The Town of Lake Park will receive a total of \$ 4.2 million in funds in two tranches. The Town received \$2.1 million in September of 2021 and is due to receive the balance in September 2022. Attachment "A" reflects the funds expended, encumbered or requested through February 9<sup>th</sup> 2022.

**Recommended Motion:**

The staff recommends the following expenditure items:

Town of Lake Park  
 American Rescue Plan Deferred Revenue Reconciliation  
 Summary of Expenditures  
 As of February 9, 2022

Award #1 FY 20/21	\$2,142,652.00
Award #2 FY 21/22	<u>\$2,142,652.00</u>
Total Award for Town of Lake Park	<u><u>\$4,285,304.00</u></u>

<b>Vendor</b>	<b>Amount</b>	<b>Fund</b>	<b>Description</b>	<b>Account</b>
<b>Total Spent 9/30/21</b>	\$0.00			
WRMA	\$29,280.00	Stormwater	2nd Street Roadside Bioswale Design	402-52700
Seacoast Utilities	\$60,121.50	Stormwater	Water Meter 601 Federal Hwy	402-52700
<b>Total Spent 10/1/21 - 12/31/2021</b>	\$89,401.50			
WRMA	\$7,420.00	Stormwater	2nd Street Roadside Bioswale Design	402-52700
<b>Total Spent 1/1/22 - 2/4/2022</b>	\$7,420.00			
<b>Total Spent as of 2/4/2022</b>	\$96,821.50			
<b>Encumbered Funds not yet spent</b>				
WRMA	\$18,300.00		2nd Street Roadside Bioswale Design	402-52700
<b>Encumbered at of 2/4/2022</b>	\$18,300.00			
<b>Total Spent &amp; Encumbered</b>	\$115,121.50			

# TAB 12



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** 2/16/2022

**Agenda Item No.**

**Agenda Title:** **FISCAL YEAR 2021/2022 MASTER PERMIT FEE AND IMPROVEMENT FUNDS UPDATE**

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

**Approved by Town Manager** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Lourdes Cariseo** Finance Director  
Name/Title

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

**Summary Explanation/Background:**

The budget process for the 2021/2022 fiscal year identified many needs from the various Town Departments. The 2021/2022 budget was unable to fund the necessary request. The Public Improvement Funds and a one-time General Fund Revenue receipt of a \$ 2,087,600 Master Permit Fee will permit funding of the attached items. Also included is the original list of request not funded and not included on the lists for the Public Improvement Fund and Master Permit Fee schedules.

**Recommended Motion:**

The staff recommends the following expenditure items:

Town of Lake Park  
 Public Improvement Fund  
 Summary of Expenditures  
 As of February 9, 2022

Receipt of Funds \$1,800,000.00

Vendor	Amount	Description	Account
Calvin Giordano	\$2,555.00	LSD Playground Design	160-63000
Strategic Development	\$210,000.00	P3 Services	160-31000
Custom Built Marine	\$77,267.50	Replace 15 Moor Pilings	160-63000
<b>Total Spent 9/30/21</b>	<b>\$289,822.50</b>		

Calvin Giordano	\$8,286.25	Design for LSD Playgroun	160-63000
Strategic Development	\$90,000.00	P3 Services	160-31000
<b>Total Spent 10/1/21 - 12/31/2021</b>	<b>\$98,286.25</b>		

Strategic Development	\$30,000.00	P3 Services	160-31000
Custom Built Marine	\$114,653.60	Repair of Floating Docks	160-63000
<b>Total Spent 1/1/22 - 2/4/2022</b>	<b>\$144,653.60</b>		

**Total Spent as of 2/4/2022** \$532,762.35

**Encumbered Funds not yet spent**

Custom Built Marine	\$23,361.73	Repair of Floating Docks	160-63000
Calvin Giordano	\$14,148.75	Design for LSD Playgroun	160-63000
Advantage Golf Cart	\$8,925.75	Golf Cart for Marina	160-64100
Aqualis	\$9,895.00	Replace Sewer Lift Station	160-64100
Strategic Development -Phase II	\$45,000.00	Phase I & II not to exceed \$375,000	160-31000
Flotech Environmental	\$31,399.50	CCTV Inspection of Lake Shore Drive stormwater pipeline (May come from Fema contingency)	160-31000

**Encumbered as of 1/31/2022** \$132,730.73

**Total Spent & Encumbered** \$665,493.08

**Anticipated Spending**

Out to bid	\$355,000.00	LSD Playground Build	160-63000
Commission Approval 2/2/22	\$71,000.00	Lake Shore Park Tennis Light & Elect Upgrades	160-63000
Out to bid	\$42,000.00	Kelsey & Lake Shore Tennis Courts Resurfacing	160-63000
Out to bid	\$120,000.00	Kelsey & Lake Shore Tennis Courts Fence Replacement	160-63000

**Total Anticipated Spending as of 1/31/2022** \$588,000.00

**Total Spent, Encumbered & Anticipated** \$1,253,493.08

**Available Funds** \$546,506.92

Town of Lake Park  
 Master Permit Fee One Time Expenditures  
 Summary of Expenditures  
 As of February 9, 2022

Master Permit Fee Available \$2,087,600.00

Vendor	Amount	Fund	Description	Account
KDT Solutions	\$3,600.43	GF	PW Server	900-59000
KDT Solutions	\$1,200.00	GF	PW Server	900-59000
Partner Assessment	\$6,375.00	GF	Environment Assmt	900-59000
<b>Total Spent 9/30/21</b>	<b>\$11,175.43</b>			
MCCI	\$912.50	GF	Web Link Portal	900-59000
Continental Computers	\$5,715.39	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$3,677.28	GF	Security Cameras multiple locations	900-59000
Florida Consulting Engineers	\$10,000.00	GF	Engineering Services Balcony	900-59000
Dell Marketing	\$24,343.06	GF	Desktop Computer Replacements	900-59000
Dell Marketing	\$8,975.48	GF	Laptop Computer Replacements	900-59000
Continental Computers	\$695.54	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$2,600.61	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$766.67	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$158.85	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$490.68	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$347.77	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$246.51	GF	Security Cameras multiple locations	900-59000
Continental Computers	\$2,783.82	GF	Security Cameras multiple locations	900-59000
<b>Total Spent 10/1/21 - 12/31/2021</b>	<b>\$61,714.16</b>			
Amazon Capital	\$1,599.90	GF	Battery Chargers for Cameras	900-59000
Continental Computers	\$1,474.97	GF	Security Cameras multiple locations	900-59000
<b>Total Spent 1/1/22 - 2/4/2022</b>	<b>\$3,074.87</b>			
<b>Total Spent as of 2/4/2022</b>	<b>\$75,964.46</b>			
<b>Encumbered Funds not yet spent</b>				
Florida Consulting	\$8,500.00		Engineering Services Balcony	900-59000
Continental Computers	\$5,609.08		Security Cameras multiple locations	900-59000
Continental Computers	\$15,025.45		Security Cameras multiple locations	900-59000
Professional Video Repair	\$60,000.00		Install & CM of Audio/Video for Comm	900-59000
KDT Solutions	\$62,827.96		Server & Install for TH & Marina	900-59000
Reg Architects	\$10,000.00		Historic TH Monument Sign	900-59000
West Networks	\$2,984.60		PBSO Monitored Security Camera System	900-59000
Vizocom	\$3,000.00		Covid Tests	900-59000
Verizon Wireless	\$3,799.96		Samsung Galaxy Tablets for PW	900-59000
<b>Encumbered at of 2/4/2022</b>	<b>\$171,747.05</b>			
<b>Total Spent &amp; Encumbered</b>	<b>\$247,711.51</b>			



# TAB 13



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: February 16, 2022**

**Agenda Item No.**

**Agenda Title: A RESOLUTION OF THE TOWN OF LAKE PARK, FL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH NUE URBAN CONCEPTS LLC, FOR PLANNING SERVICES ASSOCIATED WITH ITS DEVELOPMENT OF A MOBILITY PLAN AND FEE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- ORDINANCE ON 1<sup>st</sup> READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

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

**Date:** 2-9-22

*Nadia Di Tommaso / Community Development Director*

Name/Title

<p><b>Originating Department:</b></p> <p style="text-align: center;"><b>Community Development</b></p>	<p>Costs: <b>\$220,290</b></p> <p>Funding Source: <b>Non-Departmental</b></p> <p>Acct. # <b>001-900-52700</b></p> <p>Lourdes  <input type="checkbox"/> Finance <u>Cariseo</u></p> <small>           This is a request for quotation. Cariseo LLC and Lourdes Cariseo are employees of the Town of Lake Park, FL. No other employees, officers, or staff members of the Town of Lake Park, FL are involved in this request. Date: 02/09/22 12:22:11 PM         </small>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>➔ <b>Resolution and Contract with NUE Urban Concepts</b></li> <li>➔ <b>RFQ 109-2021 with scoring criteria and results</b></li> </ul>
<p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> <b>Not Required</b></p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>ND</u></p> <p>OR</p> <p>Not applicable in this case</p> <p><b>Please initial one.</b></p>

**Summary Explanation/Background:**

In an effort to move forward the Town's desire to implement a mobility plan and fee ordinance and in follow-up to the recent comprehensive plan amendments adopted pursuant to creating additional mobility options in the Town, the Town issued a Request for Qualifications (RFQ #109-2021) to request professional planning services to develop a mobility plan and fee ordinance. The RFQ was advertised on October 5, 2021. A bid opening was held on November 5, 2021. Only 1 proposal was received by NUE Urban Concepts. This proposal was reviewed by an Evaluation Committee consisting of Community Development Director-Nadia Di Tommaso; and Planners-Karen Golonka and

Anders Viane pursuant to specified criteria as provided in the enclosed attachment. NUE Urban Concepts was ranked positively with 273.25 points out of 300 points, for all reviewers combined. Consequently, the agenda item this evening requests approval of a contract that will engage NUE Urban Concepts for the creation of a Town Mobility Plan and Fee Ordinance, along with any necessary modifications to the Town's existing land development regulations.

**Recommended Motion:** I move to **APPROVE** Resolution 07-02-22.

**RESOLUTION 07-02-22**

**A RESOLUTION OF THE TOWN OF LAKE PARK, FL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH NUE URBAN CONCEPTS LLC, FOR PLANNING SERVICES ASSOCIATED WITH ITS DEVELOPMENT OF A MOBILITY PLAN AND FEE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with private corporations; and

**WHEREAS**, the Town has solicited proposals for planning services associated with the development of a mobility plan and fee ordinance; and

**WHEREAS**, the Town Commission has selected NUE Urban Concepts LLC to provide the solicited services; and

**WHEREAS**, the Town Manager is recommending that the Town Commission enter into a contract with NUE Urban Concepts 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 Mayor is hereby authorized and directed to execute the contract between the Town and NUE Urban Concepts 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.

**CONTRACT FOR CONSULTING PLANNING SERVICES WITH NUE URBAN CONCEPTS LLC**

THIS CONTRACT for professional planning services (the Contract) between the Town of Lake Park (TOWN) and NUE Urban Concepts LLC (CONSULTANT), EIN Number \_\_\_\_\_, hereinafter “the CONSULTANT” is made this \_\_ day of February, 2022.

**WITNESSETH THAT:**

**WHEREAS**, the Town Commission of the Town of Lake Park is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the TOWN solicited proposals through a Request for Qualifications (RFQ) pursuant to the Town’s procurement procedures seeking qualified firms or individuals to provide professional planning services to develop a Mobility Plan and Mobility Fee Ordinance; and

**WHEREAS**, the CONSULTANT responded to the RFQ and it has been determined by the Community Development Director that the CONSULTANT is qualified to provide the planning services solicited by the TOWN; and

**WHEREAS**, the TOWN has selected the CONSULTANT to provide planning services associated with the development of a Mobility Plan and Mobility Fee Ordinance; and

**WHEREAS**, the TOWN has budgeted funds in the current fiscal year budget for the funding of the planning 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 TOWN and the CONSULTANT in consideration of the following from each to the other do hereby agree as follows:

**SECTION 1. SCOPE OF PLANNING SERVICES AND PERFORMANCE:**

**1.1** The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide the professional planning services outlined in RFQ No. 109-2021, a copy of which is incorporated herein by reference.

**1.2** In the performance of these professional planning 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 planning services and shall have due regard for acceptable professional planning standards and principles. The CONSULTANT’S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract.

**1.3** The planning 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 TOWN requires planning services beyond those set forth in the Scope Services, these planning services shall be set forth in one or more amendments to the Contract. The additional planning services shall be subject to the TOWN Commission's approval of and its appropriation of funds during the fiscal year in which the planning services are to be rendered.

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

**1.6** All planning services performed by the CONSULTANT shall be to the satisfaction of the Town Manager who shall decide all questions, difficulties or disputes of any nature whatsoever that may arise pursuant to the Contract. The Town Manager's determination as to any questions, difficulties or disputes regarding the CONSULTANT'S fulfillment of the planning services hereunder, including the character, quality, amount and value of the planning 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 planning services are to be performed shall be the subject of a written amendment to the Contract, executed by the parties hereto.

**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 TOWN, upon request. The parties hereto acknowledge that upon delivery to the TOWN of any of said work in progress or draft documents provided by the Town shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.

## **SECTION 2. FEES FOR PLANNING 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 planning services rendered, specifically indicating each task performed, the person performing the task, and the time allocated by each person in performing the task. Compensation shall not exceed **\$195,290 and is itemized in Exhibit 1**.

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

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

### **SECTION 3. TERM OF THE CONTRACT**

The TERM OF CONTRACT shall commence on the date that is fully executed by all parties and shall end by September 30, 2022. The TOWN will have the option to renew this Contract for up to two (2) additional terms, in one (1) year increments, through written amendment approved by both Parties. Either the TOWN or the CONSULTANT may initiate the request for renewal.

### **SECTION 4. TERMINATION**

**4.1** This Contract may be terminated without cause or for convenience by the TOWN for any reason, or no reason at all, by providing 30 calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for all work completed and approved by the TOWN through the date of the written notice of termination. The TOWN shall not be required to make payment for any planning services that have not been performed, or not previously approved by the Town.

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

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

### **SECTION 5. DEFAULT**

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

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

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

**5.3** In the event of a default by the CONSULTANT, it shall be liable for all direct or consequential damages the Town incurs as a result the default.

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

## **SECTION 6. STATUS REPORTS, UPDATES AND DELIVERABLES**

On or before the 5th day of every month, the CONSULTANT shall prepare and deliver to the Community Development Director a status reports showing its performance of the scope of planning 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 planning services under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

## **SECTION 8. DRUG FREE WORKPLACE**

CONSULTANT shall maintain a Drug Free Workplace.



## **SECTION 9. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Contract. The planning services provided by CONSULTANT shall be by direct employees of the CONSULTANT who are 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 planning services to be performed herein, shall be assigned, transferred or otherwise delegated to others, including to any sub-consultants by CONSULTANT, without the prior written consent of the Town.

## **SECTION 11. CONFLICTS OF INTEREST**

**11.1** CONSULTANT shall not perform any planning services for any municipality that is contiguous to the TOWN, unless already in process prior to the execution of this contract or unless previously approved by the Town Manager.

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

## **SECTION 12. INDEMNIFICATION/HOLD HARMLESS**

**12.1** The CONSULTANT shall indemnify, defend and hold harmless TOWN, 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 planning services of CONSULTANT under this Contract.

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

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

the TOWN to the extent that is based on a claim that the planning services furnished to TOWN, or on behalf of the TOWN, by CONSULTANT pursuant to this Contract, becomes unusable as a result of [any such infringement or claim.

### **SECTION 13. REPRESENTATIVES OF THE TOWN AND THE CONSULTANT**

**13.1** It is recognized that questions in the day-to-day performance of this Contract may arise. The TOWN's Town Manager or his/her designee shall be the person to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed. CONSULTANT designates **Jonathan Paul** and **Uyen Dang** 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 Town Manager (or designee) 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 Town Manager (or designee) unreasonably or arbitrarily.

### **SECTION 14. COSTS AND ATTORNEY'S FEES**

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

### **SECTION 15. NOTICES**

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

**FOR CONSULTANT:** Jonathan Paul and Uyen Dang  
NUE Urban Concepts LLC  
2000 PGA Blvd., Suite 4440  
Palm Beach Gardens, FL 33408  
Phone: 833-682-8484  
[nueurbanconcepts@gmail.com](mailto:nueurbanconcepts@gmail.com) / [uyen@ddec.com](mailto:uyen@ddec.com)

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

**With Copy to:**

Thomas J. Baird, Esquire  
General Counsel  
c/o Town of Lake Park  
535 Park Avenue, Lake Park, FL 33403  
Tel. (561) 650-8232  
[TBaird@JonesFoster.com](mailto: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 TOWN and the TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. The TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Contract.

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

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

**SECTION 17. SUBCONSULTANTS**

Sub-consultants, if needed, shall be subject to the prior written approval of the Town Manager (or designee).

**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 planning services performed under the terms of this Contract.

**SECTION 19. TRUTH-IN NEGOTIATIONS CERTIFICATE**

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

## **SECTION 20. OWNERSHIP OF DOCUMENTS**

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Contract is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager (or designee), which may be withheld or conditioned by the Town Manager (or designee) in his sole discretion.

## **SECTION 21. AUDIT AND INSPECTION RIGHTS**

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

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

## **SECTION 22. WARRANTIES OF CONSULTANT**

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

## **SECTION 23. NO CONTINGENT FEES**

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

**SECTION 24. GOVERNING LAW; VENUE**

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

**SECTION 25. HEADINGS**

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

**SECTION 26. SEVERABILITY**

If any provision of this Contract or the application thereof to any person or situation shall, to any extent 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 TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

**SECTION 30. PUBLIC RECORDS**

The CONSULTANT is required to:

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

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

**30.3** Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONSULTANT does not transfer the records which are part of this Contract to the TOWN.

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

**30.5** IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto: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 planning services to be performed by the CONSULTANT. The additional planning 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 planning services, contingent on available funding sources.

ATTACHED AS "**Exhibit 1**" --- Scope of Work and Timeline

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

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022.

**TOWN OF LAKE PARK**

ATTEST:

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

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

(TOWN SEAL)

Approved as form and legal sufficiency

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

\_\_\_\_ day of \_\_\_\_\_, 2022

**NUE URBAN CONCEPTS, LLC**

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

# **EXHIBIT 1 - Scope of Work/Planning Services and Timeline (with associated pricing)**

## **Scope of Services**

### **Phase I –Mobility Plan**

Based on the successful completion of the comprehensive plan amendment, the project Team shall kick off the Mobility Plan the project by identify internal and external stakeholders and develop the Town's vision for mobility.

#### **Task 1 – Mobility Plan Drafting**

**A. Projecting Future Growth:** The consultant shall project future growth and regional travel demand, establishing projected future Vehicle Miles Traveled (VMT), historic growth in travel demand, and redevelopment potential based on Lake Park's existing and probable future land use entitlements that would result in increased travel demand.

**B. Select Zone Analysis:** The consultant shall conduct a select zone analysis to determine the distribution of trips to and from the Town. This analysis shall be utilized to address external travel and quantify the potential impact on County projects outside Town limits. The select zone analysis will be used to establish percentage impacts to County facilities outside Town limits that may be included in the mobility plan projects.

**C. Establishing Standards:** The consultant shall establish Town-wide LOS Standards and multimodal Quality of Service (QOS) standards. These shall be evaluated and used to identify multimodal improvements.

**D. Establishing Multi-Modal Capacities:** Based on Florida State Statute and professional best practices, the Consultant shall establish multimodal capacity availability to ensure that future development is charged a fair and proportionate share.

**E. Identifying Multi-Modal Improvements:** The consultant shall propose multimodal improvements for the Town of Lake Park. The consultant shall, with guidance from staff and the public as elaborated under Subtask F, develop a list of projects and accompanying maps denoting the extent of the proposals. Improvements may include, but not be limited to, bike lanes, multi-purpose paths, roads, emerging technologies, shared-mobility service provider partnerships, and land-use integration strategies.

**F. Estimating Multi-Modal Improvement Costs:** The consultant shall identify the associated costs of the proposed multimodal improvements based on the relevant requirements of Florida State Statute. Cost estimates shall take into account such factors as design, engineering, drafting, acquisition, utility relocation, landscaping, construction, permitting, and reoccurring maintenance costs.

**G. Public Outreach Meetings:** The consultant shall make available relevant personnel to participate in no fewer than two public outreach participation meetings. These are anticipated to take place to grant citizens input both during initial conceptual discussions and again before plan completion to make modifications as appropriate.



## Task 2 – Mobility Plan Completion and Adoption

**A. Mobility Plan Development:** The consultant's work up to this point shall be agglomerated to create a Mobility Plan. The consultant shall take responsibility for ensuring all requisite research, development, drafting, and legal requirements are satisfied up to this point. If the Town of Lake Park has failed to identify pertinent tasks up to this point, the Consultant shall propose scope amendments prior to the validation of a contractual agreement. The Mobility Plan shall include maps of proposed improvements, tabular data identifying multimodal improvements in an order of priority to be integrated into the Lake Park Capital Improvement Plan.

**B. Mobility Plan Adoption:** The consultant shall provide Town Staff the necessary materials to assemble a Mobility Plan adoption ordinance to be brought before the Town Commission for final approval and adoption.

**C. Mobility Plan Adoption Meeting:** The consultant shall make available all relevant personnel to participate in the final Town Commission meeting for Mobility Plan Adoption.

## Phase II – Mobility Fee

Following the successful completion of Phase I, the consultant shall begin working on ensuring all requisite legal and technical requirements are met in order to create a Mobility Fee that meets both the dual rational nexus standard and proportionality tests mandated by the state.

## Task 3 – Legal Research

**A. Legal Research:** The consultant shall, while preparing a Mobility Fee Technical Report, perform a thorough legal review to ensure the Town's proposal meets the legal requirements for Mobility Fees as established by the state. Additionally, the consultant shall provide a guidance document detailing the procedural administrative requirements of the Mobility Fee as it pertains to various departments, including Finance, Public Works, Community Development, and others as deemed appropriate.

## Task 4 – Technical Research and Mobility Fee Drafting

**A. Mobility Fee Schedule Development:** The consultant shall develop a Mobility Fee Schedule based upon the evaluation of the Town's FLU, zoning, development partners, and potential future changes as identified by the Town.

**B. Assessment Area(s) Establishment:** The consultant shall establish one or more assessment areas based on zoning, special districts, community redevelopment areas, and future land uses, allowing for the various Mobility Fee rates depending on location and development type. The consultant shall furnish a final GIS Map identifying their proposed assessment areas.

**C. Benefit District(s) Establishment:** The consultant shall establish one or more benefit districts consistent with the requirements of the state's dual rational nexus standard and based upon existing travel patterns. These benefit districts shall incorporate the improvements identified in the Mobility Plan and show sensitivity to other geographic and sociopolitical variables while ensuring funds are dispersed in such a

manner as to benefit the private sector payee. The consultant shall furnish a final GIS Map identifying their proposed benefit districts.

**D. Persons Miles of Travel Factor:** The consultant shall create a person miles of travel (PMT) factor for the purposes of converting Vehicle Miles Traveled into Person Miles Traveled to account for the various transportation methods utilized in the Town. The PMT Factor shall be established off the best available data, in accordance with state requirements, and take into account future growth.

**E. Person Miles of Capacity Rate:** The consultant shall create a person miles of capacity rate based upon the proposed multimodal improvements, their costs, multimodal capacities, and future growth projects as established in the Mobility Plan.

**F. Revenue Adjustments:** Consistent with the requirements of case law, existing funding for multimodal improvements shall be factored into the Mobility Fee. Funding may include sales tax, gas tax, special assessments, and grants that are reasonably available to fund the multimodal improvements. Funding adjustments shall be converted using appropriate Net Present Values (NPVs).

**G. Travel Length Establishment:** The consultant shall establish travel lengths by trip type based on household travel survey data and adjusted for local factors and considerations.

**H. Existing Conditions Evaluation:** The consultant shall evaluate the existing transportation conditions to evaluate system's deficiencies. A backlog adjustment factor shall be developed upon the finding of existing system-wide deficiencies. The evaluation shall also include a summary of travel on City, County, and State Roads based on total lane miles, vehicle miles of travel, and share of mobility plan cost.

**I. Mobility Fee Rate Calculation:** The Consultant shall calculate the Mobility Fee rate based upon the PMC rate, funding adjustments, backlog, and new growth factors.

**J. Mobility Fee Schedule Development:** The consultant shall create a Mobility Fee Schedule per land use based upon the Mobility Fee rate multiplied by the PMT rate per land use. The Mobility Fee Schedule shall account for all assessment areas and shall include definitions and land use considerations.

#### Task 5 – Technical Report Completion and Mobility Fee Adoption

**A. Technical Report Completion.** The consultant's work up to this point shall be agglomerated to create a Technical Report. The Technical Report shall include the Comprehensive Plan, the Mobility Plan, and elaborate on the data and methods used to develop Mobility Fees. The consultant shall take responsibility for ensuring all requisite research, development, drafting, and legal requirements are satisfied up to this point. If the Town of Lake Park has failed to identify pertinent tasks up to this point, the Consultant shall propose scope amendments prior to the validation of a contractual agreement.

**B. Mobility Fee Adoption:** The consultant shall provide Town Staff the necessary materials to assemble an implementing Mobility Fee ordinance to be brought before the Town Commission for final approval and adoption.

**C. Mobility Fee Adoption Meeting:** The consultant shall make available all relevant personnel to participate in the final Town Commission meeting for Mobility Fee Adoption.

### **Phase III – Land Development Regulation Updates**

Following the successful completion of Phase IV, the consultant may be retained for additional Land Development Regulation revision services. The purposes of this work would be reconciling and improving Lake Park's existing Land Development Regulations based on the adopted Mobility Plan and Mobility Fee.

#### **Task 6 – LDR Amendments**

**A. Land Development Regulation Review:** Working with staff, the consultant shall identify pertinent Land Development Regulation chapters and sections requiring or benefiting from amendment to incorporate reference to the objectives of the Town's Mobility Plan.

**B. Land Development Regulation Revision:** The consultant shall, with assistance from Town staff, develop LDR revisions and draft amendment language to be brought through the adoption process.

**C. Mobility Fee Ordinance**

#### **Deliverable**

- ✓ Mobility Plan
- ✓ Mobility Fee Technical Report
- ✓ Mobility Fee Ordinance
- ✓ Comprehensive Plan and Land Development Amendments
- ✓ Attending all required meetings to present items
- ✓ Providing all required documents, visual renderings/graphic representations to substantiate work

## Schedule

Members of the Team are all **former impact fee administrators**, each of whom have extensive experience administering, developing, and updating impact fees and mobility fees. These three (3) members of the team provide the Town of Lake Park with access to three (3) individuals with the expertise and qualifications to update the impact fees and mobility fees themselves and ensure the County has ample coverage to deliver the updates on time and on budget. Further, Mr. Schiffer, Mrs. Dang, and Mrs. Yerastova all have significant experience with developing mobility plans and mobility fees and are very familiar with the data needs, methodology, and documentation to support the project manager and assistant project managers in delivering the updates on time and on budget.

The team understands that an aggressive schedule is desired to deliver a Mobility Fee adoption date. The following are the projected dates and duration for delivery of a mobility plan and mobility fee:

TASK	START DATE	END DATE	DURATION
Phase I Mobility Plan			
Task 1: Mobility Plan Drafting	February 2022	May 2022	+/- 3 Months
Task 2: Mobility Plan Completion & Adoption	April 2022	August 2022	+/- 4 Months
Phase II Mobility Fee			
Task 3: Legal Research	February 2022	May 2022	+/- 3 Months
Task 4: Technical Research & Mobility Fee Drafting	February 2022	May 2022	+/- 3 Months
Task 5: Technical Report Completion & Mobility Fee Adoption	April 2022	August 2022	+/- 4 Months
Phase III Land Development Regulation Update			
Task 6: LDR Amendments	May 2022	September 2022	+/- 4 Months

## Cost Estimate

	Principal	Project Manager	Senior Professional Engineer (Licensed)	Senior Planner (Licensed)	Senior Designer	Communications Specialist	Grants Coordinator	Administrative Assistant
	\$250	\$200	\$185	\$185	\$140	\$150	\$140	\$85
<b>Phase I – Mobility Plan</b>								
<b>Task 1 – Mobility Plan</b>								
Drafting	80	16	40	70	80	24		16
<b>Task 2 – Mobility Plan</b>								
Completion and Adoption	40	16	40	40	16	24		8
Sub Total Hours	120	32	80	110	96	48	0	24
Sub Total Fees	\$30,000	\$6,400	\$14,800	\$20,350	\$13,440	\$7,200	\$0	\$2,040
<b>Total Phase 1</b>	<b>\$94,230</b>							
<b>Phase II – Mobility Fee</b>								
<b>Task 3 – Legal Research</b>								
	16	8		8				
<b>Task 4 – Technical Research and Mobility</b>								
Fee Drafting	80	16	8	20				
<b>Task 5 – Technical Report Completion and Mobility</b>								
Fee Adoption	40	30	20	20	40			
Sub Total Hours	136	70	28	48	40	0	0	0
Sub Total Fees	\$34,000	\$14,000	\$5,180	\$8,880	\$5,600	\$0	\$0	\$0
<b>Total Phase 2</b>	<b>\$67,660</b>							
<b>Phase III – Land Development</b>								
<b>Regulation Updates</b>								
<b>Task 6 – LDR Amendments</b>								
	80	30		40				
Sub Total Hours	80	30	0	40	0	0	0	0
Sub Total Fees	\$20,000	\$3,200	\$0	\$7,400	\$0	\$0	\$0	\$0
<b>Total Phase 3</b>	<b>\$33,400</b>							
<b>Total Fees</b>	<b>\$195,290</b>							

\*The cost estimate reflects the proposed scope of services; any additional work shall be under the continuing services phase of the contract.

**ADDITIONAL TESTIMONY/EVIDENCE FEES** to assist with all petitions or lawsuits as needed by the Town – shall not exceed \$25,000.

## Continuing Services

Outside of the Mobility Study and Mobility fee update, the project team have the capability to take a project from conceptual planning to final construction close out. The team are professional engineers, planners, visual designers, construction project manager and grant management support. AE Engineering and DDEC are FDOT prequalified for minor roadway design and construction management. In addition, both firms are minority businesses and women owned businesses within Palm Beach County. Below are potential scenarios as an outcome from the continuing service.

- Corridor/Roadway Design - Once the Mobility Study and Fee are adopted, the next step is for the Town to bring each project to design and construction. With the support of DDEC and AE Engineering, there are sufficient support staff to provide detailed corridor design to be presented to the Palm Beach TPA Transportation Improvement Plan (TIP). This is a necessary step to receive grant funding to supplement the Town overall capital improvement plan.
- Grant Management - Ms. Dang and Ms. Neville together have collectively secured over \$100M grant funding. With significant knowledge on preliminary design to meet the Local Initiatives/LAP projects, the team will be able to assist the Town from preparing construction documentations that meet FDOT's requirements to ensuring that reporting such as payroll are properly documented during construction.
- Construction Management - AE Engineering is the leading firm within Florida in construction management. From small intersection projects to large interchange, AE engineering has in depth knowledge on all aspect of construction.
- Programs and Policies - the NUC team has experience in launching programs such as bike share and micromobility throughout Florida. The team have also implemented other new mobility and shared mobility strategies such as smart parking or PUDO (pick up and drop off) policy.

Job Title/Description	Hourly Rate
Principal	\$250
Project Manager	\$200
Senior Project Engineer (Licensed)	\$185
Senior Planner (Licensed)	\$185
Senior Designer	\$140
Communications Specialist	\$150
Grants Coordinator	\$140
Construction Project Manager (CEI)	\$150
Construction Coordinator (CEI)	\$110



**TOWN OF LAKE PARK**  
**535 Park Ave.**  
**Lake Park, FL. 33403**

**REQUEST FOR QUALIFICATIONS**  
**RFQ No. 109 -2021**

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL  
PLANNING SERVICES TO DEVELOP A MOBILITY  
PLAN AND MOBILITY FEE ORDINANCE**

**TOWN OF LAKE PARK  
LEGAL NOTICE  
REQUEST FOR  
QUALIFICATIONS  
RFQ No. 109-2021**

**REQUEST FOR QUALIFICATIONS BY THE TOWN OF  
LAKE PARK, FLORIDA FOR PROFESSIONAL  
PLANNING SERVICES TO PREPARE A MOBILITY PLAN  
AND MOBILITY FEE ORDINANCE.**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting proposals from qualified firms or team of consultants, with relevant demonstrated expertise and experience to prepare a Mobility Plan and Mobility Fee ordinance for the Town, as provided by Florida Statutes 163.3180 (5). The consultant will conduct all of the tasks identified in the RFQ package. The Town may also consider the selected firm for future mobility and multi-modal planning work in the Town, therefore respondent should also include fee schedule for continuing services utilizing their hourly rates.

A pre-bid meeting will not be held. Questions may be directed to the Town Clerk via the information provided herein. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403 during regular business hours. **All proposals must be submitted with one** original unbound, tabbed, and clipped version that includes a title page listing the name of the RFQ and identifying the Offeror/name of the company. Additionally, Offerors shall submit seven (7) bound and tabbed copies and one digital PDF.

**PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS “REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ# 109-2021)”**

**Proposals shall be sent or delivered to the following address:**

Town of Lake Park  
Town Clerk  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403

**A RESPONSE TO THIS SOLICITATION SHALL BE DIRECTED TO THE ATTENTION OF THE TOWN CLERK AND SUBMITTED BY 3:00 PM EST. ON OR BEFORE FRIDAY, NOVEMBER 5, 2021, at which time proposals shall be opened in the Town Commission Chambers, 535 Park Avenue, Lake Park, FL.**



**Any response received after the deadline, or which is submitted at a location other than the location specified above shall be deemed unresponsive and shall be returned unopened to the offeror.** It shall be the offeror's sole responsibility to ensure that the submittal reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The Town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

### Proposal Documents

Offerors desiring copies of the RFQ document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov). All correspondence and requests for information regarding this RFQ shall be submitted in writing by regular mail or via email to [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

**All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.**

All offerors are advised the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town' website.

The Town may, at any time and at its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

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Vivian Mendez, MMC  
Town Clerk  
TOWN OF LAKE PARK, FLORIDA

- Published on: Tuesday, October 5, 2021 - Palm Beach Post

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## **RFQ No. # 109-2021**

# **REQUEST FOR QUALIFICATIONS BY THE TOWN OF LAKE PARK, FLORIDA FOR PROFESSIONAL PLANNING SERVICES TO PREPARE A MOBILITY PLAN AND MOBILITY FEE ORDINANCE.**

### **I. GENERAL INFORMATION**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting proposals from qualified firms or team of consultants, with relevant demonstrated expertise and experience to prepare a Mobility Plan and Mobility Fee ordinance for the Town, as provided by Florida Statutes 163.3180 (5) (i). The consultant will conduct all of the tasks identified in the RFQ package. The Town may also consider the selected firm for future mobility and multi-modal planning work in the Town; therefore respondent should also include fee schedule for continuing services utilizing their hourly rates.

### **Introduction**

The Town of Lake Park is home to 8,650 +/- residents and consists of approximately 2.35 square miles. The Town has grown with a mix of traditional single-family homes, and strip-mall style commercial development along major arterials. There is also a large swath of industrial uses as well along Old Dixie Highway and off Watertower Road, consisting of warehousing and light industrial uses. The Town is experiencing new development and redevelopment. The Town expects to see major, mixed-use development in the area of its marina, having approved the Nautilus mixed used high-rise project, and an anticipated P-3 project on Town owned land in the Marina area. Other areas projected for increases in intensity include the Park Avenue Downtown area and the former Twin Cities site that has been rezoned for mixed use. The Town desires to develop a multi-modal approach to transportation improvements, in keeping with its character, and to implement a mobility plan and fees to replace county concurrency within its jurisdiction, as provided within Florida Statutes 163.3180 (i)

## **II.PROJECT DESCRIPTION**

### **a. Scope of Work**

Consultant is expected to:

- Prepare a comprehensive Mobility Plan integrating land use and multi-modal transportation. This includes analysis of current Town facilities and proposed improvements
- Prepare mobility fee technical report
- Prepare Mobility Fee Implementing ordinance
- Meet with staff and the Town Attorney as necessary
- Presentations to Planning & Zoning Board and Town Commission.
- Prepare any additional, required, proposed amendments to the Comprehensive Plan to implement the mobility plan and any required land development regulations
- Participate in discussions with Palm Beach County on behalf of the Town, as necessary, regarding replacement of traffic concurrency with Town's adopted program.

### **b. Time frame:**

The most aggressive timeline should be proposed.

### **c. Deliverables**

- *Mobility Plan*
- *Mobility Fee Technical Report*
- *Mobility Fee Ordinance*
- *Any and all necessary Proposed Amendments the Comprehensive Plan and Land Development Regulations to implement the Plan and fees.*

## **III.SUBMISSION SPECIFICATIONS**

Responses to the solicitations shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the requirements set forth in the solicitation.

**Any response received after the deadline, or which is submitted at a location other than the location specified above shall be deemed unresponsive and shall be returned unopened to the offeror.** It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The Town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the

Town Clerk shall not constitute “submittal” as required by this solicitation. The Town Clerk’s time stamp shall be conclusive as to the timeliness of each submission.

Questions concerning this Request for Proposals (RFP) must be made via email to the Town Clerk. **Final deadline for receipt of questions shall be Friday, October 29 – 3PM.** Responses to all submitted questions, any revisions or addendums will be e-mailed to all firms which requested RFQ packages

**Responses must include the following:**

1. Cover letter identifying the respondent and contact information including address, contact person, phone number and e-mail address.
2. Qualifications Details
  - a) Proposed Project Team Members: A description of the team composition, areas of expertise, and role of each member and sub-consultant on the team. Clearly indicate the applicant’s designated project manager as well as sub-consultants who will be assigned to the work for the length of the project and their respective expertise in such work.
  - b) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Links to similar or relevant projects are encouraged.
  - c) List of References: Provide a minimum of three client references with which the applicant has provided similar services within the last five years. Include the name, telephone number and email address of the contact person and a description of the role and services provided to that contact.
3. Detailed response to scope of services, expanding on and detailing what steps the firm would take to address the points listed in the scope of work, proposing modifications where they feel it’s necessary, along with a detailed schedule/timeline for completion of all tasks.
4. Proposed Timeline with benchmarks and strategies to meet objectives.

Note, the Town is interested in an expedited timeline whereby the Mobility Plan and mobility fee ordinance are developed as quickly as possible.

5. Cost estimate broken down by scope, and other such cost information as would relate to the work set out in the RFQ. Include
6. Continuing Services – respondent should also include fee schedule for continuing services utilizing the hourly rates, for any additional future mobility or multi-modal planning services.

7. Forms contained in the RFQ. Failure to do so may cause rejection. The forms must be submitted in good order and all blanks must be completed.

Responses to solicitations shall be opened publicly in the presence of one or more witnesses, following the deadline for submittal. The Town Clerk or the clerk's designee shall officiate at the opening of the solicitations and shall announce and record the name of each offeror.

#### **IV.EVALUATION CRITERIA AND CONSULTANT SELECTION PROCESS**

The evaluation criteria, totaling 100 points are as follows: (Any Statement of Qualifications submitted shall follow the following outline in the order shown.)

- **50 Points – Extensive Experience with mobility planning and mobility fees**
  - Qualifications and experience of staff that will be working on the project (including sub-consultants) and the role and time that each member will perform on the project.
  - Experience in preparing Mobility Plans and Mobility fees within Florida and Palm Beach County (a minimum of 3 required)
  - Experience in post plan implementation or studies (a minimum of 2 required)
  - References
- **20 Points - Ability to Provide an Aggressive Schedule**

Town desires to have the work completed as quickly as possible (most aggressive timeline shall be provided). Identify strategies to be applied to complete the plan and deliverables within the identified timeline
- **15 Points – Proposed fee schedule/cost estimate to meet scope and deliverables.**

Itemized, Competitive pricing
- **10 Points – Familiarity with the Town of Lake Park, and issues that may arise with Palm Beach County**
- **5 Points – Location and Communication**

Considerations of the location of the firm's team and sub-consultants and plans for maintaining effective communication between the Town and Consultant.

#### **Final Selection Method:**

The submittals of each firm will be reviewed by an evaluation committee appointed by the Town, which shall have not less than 3 members. The Evaluation Committee will rank the firms based on criteria identified herein

The Town of Lake Park reserves the right to accept or reject any or all statements of qualification (in whole or in part) with or without cause, to waive any technicalities, irregularities, or formalities, or to accept the statements of qualification which in its judgement best serve the Town.

The Town may give preference to proposals received from offerors whose business is located within the corporate limits of the town where price, quality and other relative factors offered by other offerors are comparable

## **V. RFQ SCHEDULE**

- RFQ: Published: October 5, 2021
- RFQ Proposals due/Bid Opening: 3:00 pm Friday, November 5, 2021
- Evaluation Committee Meeting and Ranking: Contact Town Clerk following the Bid Opening for date/time.
- Contract approval by Town Commission: est. Wednesday, December 1, 2021

## **VI. TERMS AND CONDITIONS**

An offeror shall not communicate with any elected or appointed town official or employee other than a person listed in the document prior to the time an award has been made by the Town Commission. Any communication between the offeror and the town shall be submitted to the office of the town clerk, or of the official referenced in the RFQ. Any violation of the Code of Silence imposed herein shall be grounds for the disqualification of an offeror. Communication on a separate contract already awarded by the Town is not prohibited.

### **Equal opportunity/minority and women business enterprise.**

The town/CRA shall use its best efforts to ensure that minority, women and veteran owned businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

### **Bid preferences.**

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its Invitations to Bid, RFP, or RFQ, a five percent bid preference for:

1. Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or
2. Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by § 288.703, F.S.

## **Public Records**

All responses to solicitations shall become public records and shall be subject to public disclosure once opened.

With respect to public records, the Contactor/ Vendor is required to:

- #.1 Keep and maintain public records required by the Town to perform the service.
- #.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- #.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- #.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- #.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

## **Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Town Clerk's Office. Should it be necessary, a written addendum will be incorporated into the RFQ. The Town will not be responsible for any oral instructions, clarifications, or other communications other than the original RFQ or any written addenda.

## **Conflict of Interest**

If any individual member of a proposing firm, or an employee of a proposing firm, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable



or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable. A copy of the Town of Lake Park, Palm Beach County, and State Ethics Codes is available at the Town Clerk's Office, 535 Park Avenue, Lake Park, FL 33403.

#### **Indemnification/Hold Harmless Agreement**

The successful Professional or Organization shall agree to indemnify, defend, and hold harmless the Town and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the successful Professional or Organization to comply with any of the requirements specified within the contract, or the failure of the successful Professional or Organization expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Professional or Organization, or any of its contractual staff, if applicable and as provided above, for which the successful Professional's or Organization's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

#### **Insurance**

Within ten (10) days after notification of award, the successful Professional or Organization shall furnish Evidence of Insurance to the Town Clerk, who shall in turn submit it to the Human Resources Director as the Town's/CRA Risk Manager.

Execution of a contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFQ, the successful Professional or Organization shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the successful Professional or Organization fails to submit the required insurance documents in the manner prescribed in this RFQ, within fifteen (15) calendar days after the successful Professional or Organization has been made aware of Commission award, the successful Professional or Organization may be in default of the contractual terms and conditions.

Under such circumstances, the successful Professional or Organization may be prohibited from submitting future proposals to the Town. Information regarding any insurance requirements shall be directed to the Human Resources Director as the Town's Risk Manager, at (561) 881-3310. Additionally, successful Professional or Organization may be liable to the Town for the cost of re-procuring the services, caused by successful Professional's or Organization's failure to submit the require documents.

**Proposer's Warranty**

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

**Lobbying**

All firms are hereby placed on notice that the Town Commission, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process from the proposal publish date to Town Commission selection, individuals or its agent shall not contact any member of the Town Commission, employee of the Town of Lake Park, or member of the Selection Committee in reference to this proposal with the exception of the Town Clerk or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of contract.

**Inspector General**

In accordance with Palm Beach County ordinance number 2011-009 (enclosed in Appendix C), the offeror understands that any Contract that results from this RFQ may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**Inquiries/Request for Clarification**

All questions about the meaning or intent of the RFQ Documents must be directed, in writing, to the Town Clerk's Office, as provided in the Advertisement/Request for Statement of Qualifications. Questions received after October 26, 2021 shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums, and request for clarifications will be posted on [www.demandstar.com](http://www.demandstar.com) and on the Town of Lake Park's website [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov). Demandstar will automatically notify all plan holders of any inquiries, addendums, and request for clarifications once posted by the Town of Lake Park.

The Town complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, **Cone of Silence**, prohibits oral communication between: 1) any person or their representative seeking an award from a competitive solicitation; and 2) any member of the governing body or any government employee authorized to act on behalf of the governing body, regarding a particular Request for Proposal, Request for Qualification, bid or any other competitive solicitation. The "Cone of Silence" is in effect from the time/date of the deadline for submission of the proposal, until the time the selection process ends through award, rejection of all proposals, or other action that ends the solicitation process. All communications regarding this competitive solicitation shall be addressed in written form to the Town Clerk. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

**REQUIRED FORMS BEGIN NEXT PAGE**

**All six (6) must be completed**

## PROPOSAL SUBMITTAL SIGNATURE PAGE

**By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.**

Offeror Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different from Street Address): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number (s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature of authorized agent)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*By signing this document, the Offeror agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.*

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON- RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACLLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.**

## **CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Offerors must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Offeror's Offeror or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of my knowledge, the undersigned Offeror has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

\_\_\_\_\_ The undersigned Offeror, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

**Acknowledged by:**

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title (Print or Type)

\_\_\_\_\_  
Date

## **NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

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Offeror Name

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Signature

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Name and Title (Print or Type)

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Date

## **DRUG-FREE WORKPLACE**

\_\_\_\_\_ is a drug-free workplace  
(Offeror/Company Name)

And has a substance abuse policy in accordance with and pursuant to  
Section 440.102, Florida Statutes.

Acknowledged by:

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title (Print or Type)

\_\_\_\_\_  
Date

## NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being by me first duly sworn, deposes and say of this/her personal knowledge that:

- a) He/she is \_\_\_\_\_ of \_\_\_\_\_, the Offeror that has submitted a proposal to perform work for the following:

RFQ No.: \_\_\_\_\_

Title: \_\_\_\_\_

- b) He/she is fully informed respecting the preparation and contents of the attached Request for Qualifications, and all pertinent circumstances respecting such Solicitation.
- c) Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror, Offeror or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, Offeror, or person to fix the price or prices in the attached Proposal or any other Offeror, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_, who is personally known to me or  
has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No. \_\_\_\_\_  
Expires on: \_\_\_\_\_

**TRUTH - IN - NEGOTIATION CERTIFICATE**

**The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or Offeror other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.**

**The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.**

**This document must be executed by a Corporate Officer.**

By:

\_\_\_\_\_

Title: \_\_\_\_\_

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



**APPENDIX**

**Palm Beach County Ordinance 2011- 009**

**Codified as**

**PALM BEACH COUNTY CODE, Chapter 2 - ADMINISTRATION**

**ARTICLE XII. INSPECTOR GENERAL**

**See following page**

## **ARTICLE XII. INSPECTOR GENERAL<sup>1</sup>**

### **Sec. 2-421. Title and applicability.**

- (1) This article shall be titled the "Office of Inspector General, Palm Beach County, Florida Ordinance."
- (2) The Office of Inspector General, Palm Beach County, Florida Ordinance shall apply to the following:
  - (a) The board of county commissioners (hereinafter "the board") and all county departments.
  - (b) The thirty-eight (38) municipalities that approved the charter amendment in the countywide referendum held November 2, 2010;
  - (c) Any other public entity that elects to be bound by this article by entering into a memorandum of understanding or other agreement in accordance with section 2-423(9); and
  - (d) Any municipality formed after January 1, 2011, except to the extent that an ordinance adopted by that municipality at any time conflicts with this article.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

### **Sec. 2-422. Office created and established.**

There is hereby established the office of inspector general which is created in order to promote economy, efficiency, and effectiveness in the administration of and, as its priority, to prevent and detect fraud and abuse in programs and operations administered or financed by the county or municipal agencies. The inspector general shall initiate, conduct, supervise and coordinate investigations designed to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct, and other abuses by elected and appointed county and municipal officials and employees, county and municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the county or a municipality and/or receiving county or municipal funds. The inspector general shall head the office of inspector general. The organization and administration of the office of inspector general shall be independent to assure that no interference or influence external to the office of inspector general adversely affects the independence and objectivity of the inspector general.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

### **Sec. 2-423. Functions, authority and powers.**

- (1) The inspector general shall have the authority to: (a) make investigations of county or municipal matters and publish the results of such investigations; (b) review and audit past, present and proposed county or municipal programs, accounts, records, contracts, change orders and transactions; and (c) prepare reports

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<sup>1</sup>Editor's note(s)—Ord. No. 2011-009, § 1(Exh. 1), adopted May 17, 2011, repealed art. XII and enacted a new article as set out herein. The former art. XII, §§ 2-421Editor's note(s)—2-432, pertained to similar subject matter and derived from Ord. No. 2009-049, §§ 1, 2(A)—(I), 6 and 7, adopted Dec. 15, 2009; and Ord. No. 2010-041, pts. 1—3, adopted Sept. 28, 2010.

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and recommendations to the board, or the subject municipality, or participating entities subject to section 2-421(2) based on such audits or investigations. All elected and appointed county and municipal officials and employees, county and municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the county or a municipality and/or receiving county or municipal funds shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and powers. Such cooperation shall include, but not be limited to providing statements, documents, records and other information, during the course of an investigation, audit or review. The inspector general may obtain sworn statements, in accordance with Florida Statutes, of all persons identified in this subsection as well as other witnesses relevant to an investigation, audit or review. Such audits shall be conducted in accordance with the current International Standards for the Professional Practice of Internal Auditing as published by the Institute of Internal Auditors, Inc., or where appropriate, in accordance with generally accepted governmental auditing standards. Such investigations will comply with the General Principles and Standards for Offices of Inspector General as published and revised by the Association of Inspectors General. The office of inspector general shall develop and adhere to written policies in accordance with the accreditation standards set forth by the Commission on Florida Law Enforcement Accreditation, Inc.

- (2) The inspector general shall have the power to conduct audits of, require production of documents from, and receive full and unrestricted access to the records of the board, each municipality, county administrator, city manager or other municipal executive, all elected and appointed county and municipal officials and employees, county and municipal departments, divisions, agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other persons and entities doing business with the county or a municipality and/or receiving county or municipal funds regarding any such contracts or transactions with the county or a municipality. Except as otherwise limited in this subsection (2), the inspector general's jurisdiction includes but shall not be limited to all projects, programs, contracts or transactions that are funded in whole or in part by the county or any municipality. The inspector general may contract with outside entities deemed necessary to perform the functions of that office. Any such contract is subject to final approval by the board, but such approval shall not be unreasonably withheld. The inspector general may conduct investigations and audits, issue reports, and make recommendations regarding collective bargaining agreements. The inspector general shall conduct investigations and audits in accordance with applicable laws, rules, regulations, policies and past practices. The inspector general shall not interfere with collective bargaining negotiations.
- (3) As provided in subsection (1), the inspector general can: require all county and municipal officials and employees, contractors, their subcontractors and lower tier subcontractors, and other persons and entities doing business with the county or a municipality and/or receiving county or municipal funds to provide statements; administer oaths; and, require the production of documents, records and other information. In the case of a refusal by an official, employee or other person to obey a request by the inspector general for documents or for an interview, the inspector general shall have the power to subpoena witnesses, administer oaths, and require the production of documents. Seventy-two (72) hours prior to serving a subpoena, the inspector general shall provide written notice to the state attorney and the U.S. Attorney for the Southern District of Florida. The inspector general shall not interfere with any ongoing criminal investigation or prosecution of the state attorney or the U.S. Attorney for the Southern District of Florida. When the state attorney or the U.S. Attorney for the Southern District of Florida has explicitly notified the inspector general in writing that the inspector general's investigation is interfering with an ongoing criminal investigation or prosecution, the inspector general shall suspend service of subpoena, examination of witnesses, or other investigative activities as set forth in the notice. In the case of a refusal to obey a subpoena served to any person, the inspector general may make application to any circuit court of this state which shall have jurisdiction to order the witness to appear before the inspector general and to produce evidence if so ordered, or to give testimony relevant to the matter in question.

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- (4) Where the inspector general suspects a possible violation of any state, federal, or local law, he or she shall notify the appropriate law enforcement agencies. The county administrator and each municipal manager, or administrator, or mayor where the mayor serves as chief executive officer, shall promptly notify the inspector general of possible mismanagement of a contract (misuse or loss exceeding five thousand dollars (\$5,000.00) in public funds), fraud, theft, bribery, or other violation of law which appears to fall within the jurisdiction of the inspector general, and may notify the inspector general of any other conduct which may fall within the inspector general's jurisdiction. The county administrator and each municipal manager, or administrator, or mayor where the mayor serves as chief executive officer, shall coordinate with the inspector general to develop reporting procedures for notification to the inspector general.
  - (5) The inspector general shall have the power without limitation to audit, investigate, monitor, inspect and review the operations, activities, performance, and procurement processes including, but not limited to, bid specifications, bid submittals, activities of the contractor, their subcontractors and lower tier subcontractors, its officers, agents and employees, lobbyists, county and municipal staff and officials, in order to ensure compliance with contract specifications and detect corruption and fraud.
  - (6) The inspector general shall have the power to receive, review and investigate any complaints regarding any municipal or county-funded projects, programs, contracts or transactions. The inspector general shall establish a "hotline" to receive complaints, from either anonymous or identified persons.
  - (7) The inspector general may exercise any of the powers contained in this article upon his or her own initiative.
  - (8) The inspector general shall be notified in writing prior to any duly noticed public meeting of a procurement selection committee where any matter relating to the procurement of goods or services by the county or any municipality is to be discussed. The notice required by this subsection shall be given to the inspector general as soon as possible after a meeting has been scheduled. The inspector general may, at his or her discretion, attend all duly noticed county or municipal meetings relating to the procurement of goods or services as provided herein, and may pose questions and raise concerns consistent with the functions, authority and powers of the inspector general. The failure by the county or municipality to give written notice required by this section does not constitute grounds for a protest regarding such procurement and shall not be the cause for the stay of any procurement, and shall not be the basis to overturn the award of a contract.
  - (9) It is anticipated that special districts and other public officials and entities will recognize and desire to benefit from the services of the county office of inspector general. The inspector general may negotiate agreements or memoranda of understanding with other public entities which would authorize the inspector general to provide independent oversight of any or all of the public entity's transactions, projects and operations, and to exercise any and all authority, functions and powers set forth in this article for the benefit of such public entity. The memorandum of understanding or agreement shall include a provision for fees to be paid to the inspector general from the public entity in exchange for such benefits. Such fees shall be based on a rate established by the inspector general to cover the cost of such benefits and shall include, but not be limited to, one quarter of one percent of the contracts as described in section 2-429(2) (hereafter the "funding base") subject to inspector general review under the agreement. The funding base shall be subject to adjustment as set forth in section 2-429.1. Any such agreement or memorandum of understanding is subject to final approval of the board, but such approval shall not be unreasonably withheld. For the purposes of the removal procedure set forth in section 2-430, a "funding entity" shall mean a public entity that has entered into an agreement or memorandum of understanding to receive services of the inspector general, and has provided funding in exchange for such services equal to at least twenty-five (25) percent of the total annual budget of the inspector general for the county's fiscal year immediately preceding the fiscal year in which the removal procedure takes place.
  - (10) The inspector general's records related to active audits, investigations and reviews are confidential and exempt from disclosure, as provided by Florida Statutes, § 112.3188(2) and ch. 119.

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- (11) The inspector general is considered "an appropriate local official" of the county and of any municipality for purposes of whistleblower protection provided by Florida Statutes, § 112.3188(1).
  - (12) The inspector general may recommend remedial actions and may provide prevention and training services to county and municipal officials, employees, and any other persons covered by this article. The inspector general may follow up to determine whether recommended remedial actions have been taken.
  - (13) The inspector general shall establish policies and procedures and monitor the costs of investigations undertaken. The inspector general shall cooperate with other governmental agencies to recover such costs from other entities involved in willful misconduct in regard to county or municipal funds.
  - (14) Nothing herein shall abridge employees' constitutional right to collective bargaining.
- (Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

### **Sec. 2-423.1. Outreach.**

The inspector general will coordinate with the county administrator and municipal manager or administrator to develop public awareness strategies to inform government officials and employees, as well as the general public, of the authority and responsibilities of the office of the inspector general. Such strategies shall include but not be limited to inclusion in the government's web page with a link to the office of inspector general website, publication of notices in the government's newsletters, and posting information about the office of inspector general in government employee break rooms and other common meeting areas. The inspector general shall provide on its website examples that illustrate fraud, waste, mismanagement, misconduct and abuse.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

### **Sec. 2-424. Minimum qualifications, selection and term of office.**

- (1) *Minimum qualifications.* The inspector general shall be a person who:
  - (a) Has at least ten (10) years of experience in any one (1) or a combination of the following fields:
    1. As a federal, state or local law enforcement officer/official;
    2. As a federal or state court judge;
    3. As a federal, state or local government attorney with expertise in investigating fraud, mismanagement and corruption;
    4. As an inspector general, certified public accountant, or internal auditor;
    5. As a person with progressive supervisory and managerial experience in an investigative public agency similar to an inspector general's office;
  - (b) Has managed and completed complex investigations involving allegations of fraud, theft, deception or conspiracy;
  - (c) Has demonstrated the ability to work with local, state and federal law enforcement agencies and the judiciary;
  - (d) Has a four-year degree from an accredited institution of higher learning;
  - (e) Has not been employed by the county, any municipality or any other governmental entity subject to the authority of the inspector general office during the two-year period immediately prior to selection, unless such employment has been with the Office of Inspector General, Palm Beach County, Florida.

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- (f) Highly qualified candidates will also have audit-related skills and/or hold one (1) or more of the following professional certifications at the time of selection: certified inspector general (CIG), certified inspector general investigator (CIGI), certified inspector general auditor (CIGA), certified public accountant (CPA), certified internal auditor (CIA), or certified fraud examiner (CFE).
- (2) *Selection.* No official or employee of any governmental entity subject to the authority of the office of inspector general shall participate on the inspector general committee. Responsibility for selecting the inspector general shall be vested solely with the inspector general committee. The inspector general committee shall be comprised of the commission on ethics as established in section 2-254 et seq. of this Code, the state attorney for the Fifteenth Judicial Circuit or his or her designee, and the public defender for the Fifteenth Judicial Circuit or his or her designee. The chairperson of the inspector general committee shall be chairperson of the commission on ethics. After thoroughly reviewing qualifications, background information, and personal and professional referrals, the inspector general committee shall notify the county attorney of its selection. The county attorney shall promptly notify the board that a selection has been made.
- (3) *Staffing of inspector general committee.* The county human resources department shall provide staff to the inspector general committee and as necessary will advertise the acceptance of resumes for the position of inspector general. All resumes received by the human resources department will be forwarded to the inspector general committee for consideration. The human resources department shall contract with an appropriate entity to ensure that background checks are conducted on the candidates selected for interview by the inspector general committee. The results of the background checks shall be provided to the inspector general committee prior to the interview of candidates. Following the initial selection of the inspector general, the inspector general committee, for future selection processes as described in subsection (2) above, may continue to employ the services of the human resources department or may utilize its own staff to solicit candidates for inspector general. All advertisements for the acceptance of resumes for inspector general shall include a salary range commensurate with public officials of like experience and expertise.
- (4) *Term.* The inspector general shall serve for a term of four (4) years. At least six (6) months prior to the end of each contract term, the inspector general committee will determine whether or not to renew the contract for an additional term of four (4) years, and shall promptly notify the inspector general of its decision. In the event the inspector general committee elects not to renew the contract, the inspector general committee shall promptly convene as necessary to solicit candidates for and to select a new inspector general in the same manner as described in subsection (2) above. The incumbent inspector general may submit his or her name as a candidate to be considered for selection. The incumbent inspector general shall serve until a successor is selected and assumes office.
- (5) *Vacancy.* In case of a vacancy in the position of inspector general, the inspector general committee may appoint a member of the inspector general's office as interim inspector general within ten (10) days of the vacancy occurring, until such time as a successor inspector general is selected and assumes office. A successor inspector general shall be selected in the same manner as described in subsection (2) above, except for the following specific time constraints: (a) solicitation for qualified candidates for selection should be published within twenty (20) days, but no later than forty (40) days of the date the vacancy occurs; and (b) the inspector general committee must in good faith endeavor to convene and select an inspector general within ninety (90) days of the date the vacancy occurs.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

## **Sec. 2-425. Contract.**

A designee from the commission on ethics, with the assistance of the county's human resources department and the county attorney's office, shall negotiate a contract of employment with the inspector general substantially consistent with the terms included in contracts of other contractual employees of the county. For the purposes of

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contract negotiations, such designation by the commission on ethics shall not be deemed a delegation of the commission on ethics' decision making authority. The inspector general shall be paid at a rate commensurate with public officials of like experience and expertise. Before any contract shall become effective, the contract must be approved by a majority of the board present at a regularly scheduled board meeting. The contract will cover the entire four-year term subject to the removal provisions in section 2-430. The contract will include a provision requiring the inspector general committee to provide notice of its decision to renew or not to renew the contract at least six (6) months prior to the termination of the contract. The contract shall provide that the inspector general may not represent a political party or be on any executive committee thereof, or seek public office during his or her term of service, and shall not seek public office or employment with any public entity subject to the jurisdiction of the inspector general for four (4) years thereafter. That limitation does not include seeking selection as inspector general for a subsequent term. The contract shall further provide that the inspector general may not be a lobbyist, as defined in section 2-352 of this Code, for two (2) years after term of service.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

### **Sec. 2-426. Physical facilities and staff.**

- (1) The county shall provide the office of inspector general with appropriately located office space and sufficient physical facilities together with necessary office equipment and furnishings to enable the inspector general to perform his or her functions.
- (2) The inspector general shall have the power to appoint, employ, and remove such assistants, employees and personnel, and establish personnel procedures as deemed necessary for the efficient and effective administration of the activities of the office of inspector general.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

### **Sec. 2-427. Procedure for finalization of reports and recommendations which make findings as to the person or entity being reviewed or inspected.**

The inspector general shall publish and deliver finalized reports and recommendations to the board or the appropriate municipality, and to the county commission on ethics. Notwithstanding any other provision of this article, whenever the inspector general determines that it is appropriate to publish and deliver a report or recommendation which contains findings as to the person or entity being reported on or who is the subject of the recommendation, the inspector general shall provide the affected person or entity a copy of the findings. Such person or entity, who is the subject of a finding or recommendation resulting from an investigation or review, shall have ten (10) calendar days to submit a written explanation or rebuttal of the findings before the report or recommendation is finalized. In the case of an audit, such person or entity shall have twenty (20) calendar days to submit a written explanation or rebuttal of the audit findings or before the report or recommendation is finalized. The inspector general shall grant reasonable extensions of time for providing a written explanation or rebuttal upon written request. Such timely submitted written explanation or rebuttal shall be attached to the finalized report or recommendation. The requirements of this subsection shall not apply in matters subject to the State of Florida Whistle-blower's Act, or when the inspector general, in conjunction with the state attorney or U.S. Attorney, determines that supplying the affected person or entity with such report will jeopardize a pending criminal investigation.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

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**Sec. 2-428. Reporting.**

- (1) Not later than December 31 of each year, the inspector general shall prepare and publish a written annual report summarizing the activities of the office during the immediately preceding fiscal year ended September 30. The report shall be furnished to the inspector general committee, the county administrator and the Palm Beach County League of Cities, Inc., and posted on the inspector general's website. The report shall include, but need not be limited to: a description of significant abuses and deficiencies relating to the administration of programs and operations disclosed by investigations, audits, reviews, or other activities during the reporting period; a description of the recommendations for corrective action made by the inspector general during the reporting period with respect to significant problems, abuses, or deficiencies identified; identification of each significant recommendation described in previous annual reports on which corrective action has not been completed; and a summary of each audit and investigation completed during the reporting period.
- (2) The inspector general committee will meet with the inspector general every six (6) months to review the previous six (6) months' activities and the inspector general's plans and objectives for the upcoming six (6) months.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

**Sec. 2-429. Financial support and budgeting.**

- (1) Pursuant to their annual budgeting processes, the county and each municipality shall provide sufficient financial support for the inspector general's office to fulfill its duties as set forth in this article. The county and municipalities shall fund the inspector general's office proportionately, based on the actual expenses of each governmental entity as recorded in the most recent audited year and reported in the Florida Department of Financial Services Local Government Electronic Reporting system (LOGER), pursuant to Florida Statutes, § 218.32, as may be amended.
- (2) The county and each municipality's proportionate share shall be based on each entity's actual expenses as defined in the then current Uniform Accounting System Manual, published by the State of Florida, Department of Financial Services, Bureau of Local Government, and shall include the following Object Categories: 30 - Operating Expenditures/Expenses; 60 - Capital Outlay; and 80 - Grants and Aids. Notwithstanding the above, however, law enforcement, pension funds, electric utility services, fire control, and intergovernmental transfer costs shall not be included in the proportionate share calculation. Nothing contained herein shall in any way limit the powers of the inspector general provided for in this article to perform audits, inspections, reviews and investigations on all county and municipal contracts.
- (3) The inspector general shall establish and maintain a fiscal year which coincides with that of the county. Beginning May 1, 2011, and every May 1 thereafter, the inspector general shall deliver to the board a budget request including a reasonable estimate of operating and capital expenditures and shall also include, but not be limited to, anticipated revenues from sources other than the county and municipalities, and funds estimated to be received but not expended in the current fiscal year. No later than April 1 of every year, the inspector general shall deliver a preliminary budget request to the Palm Beach County League of Cities, Inc., and be available to discuss the budget request with the League of Cities membership prior to May 1 of every year. The board shall meet with a delegation selected by the Palm Beach County League of Cities, Inc., to discuss the budget request for each fiscal year. The county shall endeavor to place the matter on a board agenda prior to June 15 of each year, but in no event later than June 30. The parties attending this meeting shall acknowledge the provisions of section 2-429.1(1).
- (4) No later than the fifth business day in July of each year, the office of the clerk and comptroller shall prepare an allocation schedule based on the most current LOGER system data. The proportionate share to be paid by

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the county and each municipality shall be reduced proportionately by the anticipated revenues from sources other than the county and municipalities and the amount of funds estimated to be received but not expended by the inspector general in the current fiscal year.

- (5) In the event the county or a municipality does not submit the most recent fiscal year data in the LOGER system, the proportionate share for that municipality shall be based upon its last LOGER system submittal, subject to an escalator for each year the submittal was not made. The escalator shall be based on the Consumer Price Index for All Urban Consumers, U.S. City Average, as set forth in Florida Statutes, § 193.155, as may be amended.
- (6) The budget of the inspector general shall be subject to final approval of the board. No later than September 30 of each year, the board shall set the inspector general budget for the coming fiscal year and adjust the proportionate share of the county and each municipality accordingly as described in this section.
- (7) The office of the clerk and comptroller shall invoice the county and each municipality one-fourth of the proportionate share as adjusted on October 10, January 10, April 10 and July 10 of each year. Payment shall be submitted to the board and due no later than thirty (30) days from the date of the invoice. Upon receipt, all funds shall be placed in the Office of Inspector General, Palm Beach County, Florida Special Revenue Fund. In the event payment is not timely received, the county or any municipality in compliance with this section may pursue any available legal remedy.
- (8) The county and each municipality's proportionate share for the period of June 1, 2011 through September 30, 2011 shall be as set forth in Exhibit A which is attached to Ordinance 2011-009 and incorporated herein by reference.\* The office of the clerk and comptroller shall invoice the county, upon adoption of this article, nine hundred forty-six thousand seven hundred sixty-four dollars (\$946,764.00). This amount is based on the estimated expenses through June 1, 2011 of four hundred eighty-three thousand three hundred thirty-three dollars (\$483,333.00), plus the county's proportionate share as reflected on Exhibit A. The office of the clerk and comptroller shall invoice each municipality for their proportionate share as set forth in subsection (7) beginning with the first invoice on October 10, 2011.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

Editor's note(s)—Section 3 of Ord. No. 2011-009 specifies that section 2-429 Editor's note(s)—(3) is expressly declared retroactive to April 1, 2011.

Editor's note(s)— \* Exhibit A to Ordinance 2011-009 is on file in the office of the city clerk.

### **Sec. 2-429.1. Funding base.**

- (1) The funding base is a minimum level of funding, determined as a percentage of contract activity of the governmental entities subject to the authority of the inspector general. The purpose of establishing the funding base is to ensure the office is adequately funded. The funding base is currently set at an amount equal to one quarter of one (0.25) percent of the contracts as described in section 2-429(2). Within ten (10) days following establishment of the allocation schedule as described in section 2-429(4), the county will determine whether the calculated funding requirement meets the one quarter of one (0.25) percent funding base. In the event the calculated funding requirement is less than one quarter of one (0.25) percent, but the inspector general's proposed budget is fully funded by the allocation schedule and revenues from sources other than the county and municipalities, the inspector general shall request a reduction of the funding base accordingly for that budget year. Nothing herein shall be construed to:
  - (a) Limit the calculated funding base to one quarter of one (0.25) percent, as may be required to adequately fund the office of the inspector general;
  - (b) Limit the inspector general's authority to request a budget that results in a calculated funding base that is less than one quarter of one (0.25) percent at any time; or

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- (c) Prohibit the inspector general from transmitting to the county supplemental budget requests.

No adjustment to the calculated funding base shall occur if such adjustment results in the office of the inspector general not being adequately funded.

- (2) On an annual basis the board of county commissioners may adjust the funding base percentage upon a showing of need which shall be based upon, but need not be limited to, the following criteria:
  - (a) Additional expenses in a particular year necessitated by an extraordinarily large investigation or audit;
  - (b) The amount of increases or decreases in budget requests by the inspector general in prior years;
  - (c) The amount and frequency of supplemental budget requests made by the inspector general in prior years;
  - (d) the amount and frequency of surpluses and/or shortfalls in the inspector general's budget in prior years;
  - (e) The ability of the county and each municipality to bear an increase of the funding base percentage in a particular year.

The demonstration of need shall be subject to review and recommendation by the review committee as established in the Charter of Palm Beach County, section 8.3. The review committee's recommendation shall only be overruled by a supermajority vote of the board of county commissioners. In no event shall the funding base be reduced below one quarter of one (0.25) percent unless such reduction is made by the inspector general.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

## **Sec. 2-430. Removal.**

The inspector general may be removed only for cause based upon specified charges of the following: neglect of duty, abuse of power or authority, discrimination, or ethical misconduct. The removal process shall be initiated at a duly noticed public hearing of either the board, the inspector general committee, or a funding entity as described in section 2-423(9). An affirmative vote of five (5) members of the board, an affirmative vote of five (5) members of the inspector general committee, or an affirmative supermajority vote of a funding entity shall be required to present the inspector general with the charges and to proceed to final public hearings. The board, inspector general committee, or the initiating funding entity, as appropriate, shall transmit a copy of the charges to the inspector general at least sixty (60) days prior to all final public hearings which shall be convened by the board, all funding entities, and the inspector general committee. The inspector general shall have an opportunity to be heard in person and by counsel at the final public hearings prior to the votes being taken on his or her removal. The inspector general may only be removed upon the affirmative vote of five (5) members of the board, five (5) members of the inspector general committee, and a supermajority of all funding entities. A record of the proceedings, together with the charges and findings thereon, shall be filed with the clerk to the board. The inspector general shall be removed without a public hearing in the event the inspector general is convicted of or enters a guilty plea or *nolo contendere* plea to a state or federal felony. Based upon specified charges of neglect of duty, abuse of power or authority, discrimination, or ethical misconduct, one (1) or more municipalities may file a petition for removal with the general counsel for the office of inspector general. A petition for removal must be duly authorized as a resolution outlining the specific charges and passed by a majority plus one (1) of the governing body. The petition for removal shall be transmitted to the inspector general committee with a copy to the general counsel of the inspector general. The inspector general committee shall decide whether to initiate the removal process or dismiss based on the petition. The inspector general committee may investigate the allegations contained in the petition before deciding whether to initiate the removal process. If the inspector general committee initiates the removal process, the municipality or municipalities making the petition for removal shall have the opportunity to be heard at the final public hearings prior to the votes being taken.

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(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

**Sec. 2-431. Enforcement.**

This article is enforceable by all means provided by law, including seeking injunctive relief in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

**Sec. 2-432. Penalty.**

Any person who:

- (1) Retaliates against, punishes, threatens, harasses, or penalizes, or attempts to retaliate against, punish, threaten, harass, or penalize any person for assisting, communicating or cooperating with the inspector general; or
- (2) Who knowingly interferes, obstructs, impedes or attempts to interfere, obstruct or impede in any investigation conducted by the inspector general shall be guilty of a violation of this article and punished, pursuant to Florida Statutes, § 125.69, in the same manner as a second degree misdemeanor. Any potential violation of this section shall be referred to the state attorney for possible investigation and prosecution.

(Ord. No. 2011-009, § 1(Exh. 1), 5-17-11)

**Secs. 2-433—2-440. Reserved.**

**ORDINANCE NO. 10-2021**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN; PROVIDING FOR A NEW ELEMENT OF THE COMPREHENSIVE PLAN ENTITLED PRIVATE PROPERTY RIGHTS ELEMENT; PROVIDING FOR AMENDMENTS TO GENERAL TEXT AND CERTAIN OBJECTIVES AND POLICIES WITHIN THE CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR AMENDMENTS TO GENERAL TEXT, A NEW POLICY 3.0, AND AMENDMENTS TO CERTAIN OBJECTIVES AND POLICIES WITHIN THE TRANSPORTATION ELEMENT; AND PROVIDING FOR THE TRANSMITTAL OF THE AMENDMENTS TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Lake Park, Florida (Town) has adopted a Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, previously known as the "Local Government Comprehensive Planning and Land Development Regulation Act" and now known as the "Community Planning Act" (the Act); and

**WHEREAS**, the former Department of Community Affairs, now known as the Department of Economic Opportunity, has previously determined that the Town's Comprehensive Plan was "in compliance" with the Act; and

**WHEREAS**, the Town's Planning and Zoning Board sitting as the Local Planning Agency (LPA) has conducted a public hearing as required by §163.3174(4)(a), *Fla. Stat.*, and has recommended that the Commission amend the Town's Comprehensive Plan as recommended by the Town's Department of Community Development; and

**WHEREAS**, the Commission has conducted a public hearing to consider the LPA's recommendations regarding the proposed amendments to the Transportation and Capital

Improvements Elements, and the adoption of a new element entitled “Private Property Rights Element” (the Amendments) and

**WHEREAS**, the Commission has determined that the adoption of the proposed amendments would be in compliance with the Act; and

**WHEREAS**, pursuant to § 163.3184(11), *Fla. Stat.*, the Commission has conducted a public hearing and considered public comments regarding the Amendments and has voted to transmit the Amendments to the Florida Department of Economic Opportunity, appropriate reviewing agencies, and any other local government or governmental agency that has made a written request of the Town pertaining to the Amendments.

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

**Section 1:** The whereas clauses are hereby incorporated as the legislative findings of the Town Commission.

**Section 2:** The Comprehensive Plan is hereby amended by creating a new Chapter 13 “Private Property Rights Element” as follows:

**13.0 PRIVATE PROPERTY RIGHTS ELEMENT**

**13.1 GOAL, OBJECTIVES AND POLICIES**

**13.1.1 TOWN GOAL STATEMENT**

**Private Property Rights in Decision-making - It is the Goal of the Town of Lake Park to ensure that the private property rights of property owners are considered in the Commission’s consideration of Comprehensive Plan goals, objectives and policies, and land development regulations that affect properties in**

the Town by affording them with the opportunity to participate in decisions that affect their lives and property.

### **OBJECTIVE 1:**

Private property rights shall be considered by the Town Commission based upon the following policies:

**Policy 1.1:** Property owners shall be entitled to physically possess and control the legal interests in their property, to the legal extent of their interests in the property, including easements, leases, or mineral rights.

#### **Policy 1.2:**

Property owners shall have the right to use, maintain, develop, and improve their property for personal use or the use of any other person, subject to state laws and any countywide or town land development regulations or ordinances.

#### **Policy 1.3:**

Property owners shall have the right to privacy and to exclude others from unlawfully entering their properties to protect their possessions and property.

#### **Policy 1.4:**

Property Owners shall have the right to dispose of his or her property through sale or gift.

### **OBJECTIVE 2**

Transparency, Reliability, and Predictability in Decision-making: The Town Commission shall afford property owners the opportunity to participate in public meetings and hearing where it is making decisions involving a property owner's property.

#### **Policy 2.1**

Development Applications - All applications affecting the development or use of property in the Town, including amendments to the Town's comprehensive plan, shall be made at duly noticed public meetings and the applications shall be made available for public review at any time before or after the date of any hearing wherein the application is to be considered within the Town's business hours. All residents and businesses of the Town shall be entitled to inspect public records associated with an application and to participate in any hearings regarding the applications.

**Section 3.**

The Capital Improvements Element of the Comprehensive Plan is hereby amended as set forth in **Appendix A**, attached hereto and made a part of this ordinance.

**Section 4.** The Transportation Element of the Comprehensive Plan is hereby

amended as set forth in **Appendix B**, attached hereto and made a part of this ordinance.

**Section 5.** **Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6.** **Severability.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 7.** **Effective Date.** The amendments to the Comprehensive Plan contained within this Ordinance shall become effective in accordance with the provisions of § 163.3184(3)(c)4., Fla. Stat.

## Appendix A

### Proposed Amendments to the Capital Improvements Element

#### **11.2.1.2 Revenue Sources Available To, But Not Being Utilized By, ~~The~~ the Town.**

7. Mobility Fees. These fees are charged in advance of development and are designed to pay for multimodal capital infrastructure needs identified in a mobility plan. These fees are paid by new development and redevelopment that results in an increase in person travel demand above and beyond the existing use of land. Mobility fees are required to meet the dual rational nexus test and rough proportionately test. Mobility fees are an alternative to transportation concurrency, proportionate share, and road impact fees. The Town does not currently utilize mobility fees.

#### 11.3.1 Local Policies and Practices

1. Level of Service Standards. Level of service (LOS) standards are indicators of the extent or degree of service provided by, or proposed to be provided by a facility based upon and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand of a particular public facility. They are, in short, a summary of existing or desired public facility conditions. Chapter 163, Florida Statutes, ~~and Chapter 9J-5, Florida Administrative Code,~~ now require LOS standards to be included for public facilities addressed by local governments in their comprehensive plans. Specifically, these LOS standards will be established for the purpose of issuing development orders or permits to ensure that adequate facility capacity will be maintained and provided for future development. LOS standards can also effect the timing and location of development by encouraging development in areas where facilities may have excess capacity. On the other hand, development will not be permitted unless needed facilities and services are provided. Such provision and development may occur in a phased sequence over time.

The Town intends to adopt a mobility plan and mobility fee. Florida Statute Section 163.3180 (5)(f) encourages local governments to consider adoption of areawide LOS standards for roads to recognize the benefit of a gridded transportation network.

CURRENT STATUS: The Town had not formally adopted LOS standards for public facilities prior to the completion of this Comprehensive Plan. However, within the other elements of this Comprehensive Plan LOS standards have been proposed. With the adoption of the Comprehensive Plan in 1989 the Town adopted LOS standards for public facilities, including roads. In lieu of the existing LOS, the Town will establish an areawide LOS standard for roads and conduct an areawide LOS analysis in the mobility plan. The Town will also establish street quality of service (QOS) standards based on posted speed that will be used in the design of roads and multimodal improvements where lower speeds that are safer for all users of the transportation



system will have a higher QOS and more auto-oriented roads will have a lower QOS. The street QOS will fully replace segment based road LOS on all roads within the Town.

11. Quality of Service Standards. Quality of Service (QOS) standards are indicators of the quality of a service or facility from a user's perspective. Florida Statute Section 163.3180 (5)(f) encourages local governments to consider adoption of multimodal LOS standards for people walking, bicycling, and riding transit. Several local governments in Florida have also established street QOS standards based on posted speed limits to replace road LOS standards based on road capacity. Multimodal QOS standards for people walking, bicycling, riding transit and driving on streets will be as part of the mobility plan and serve as the basis for establishment of person capacities for use in mobility fee calculations.

CURRENT STATUS: The Town has not formally adopted QOS standards for multimodal facilities. The Town will incorporate multimodal QOS standards into the mobility plan and mobility fee and will incorporate the replacement of road LOS on a segment-by-segment basis with street QOS standards as part of the mobility plan.

12. Mobility Fees. Mobility fees are being developed and implemented by local governments through-out Florida to replace transportation concurrency, proportionate share, and road impact fees to fund multimodal capital improvements adopted as part of a mobility plan. Several municipalities statewide have elected to no longer collect road impact fees for the county in which they reside as the mobility fees are designed to fully mitigate the impact of new development and the mobility plans include capital improvements on city, county, and state roads. Generally, where a municipality has adopted a mobility fee and stopped collecting a county road impact fee, it has made plans to either fund multimodal improvements on county roads or agreed to set aside a pro-rata share of collected mobility fees to contribute to the county, when a county moves forward with the design and construction of a multimodal county facility adopted in the local governments' mobility plan.

CURRENT STATUS: The Town has not formally adopted a mobility plan or mobility fee. The Town intends to adopt a mobility plan and mobility fee that will replace transportation concurrency and proportionate share. The Town, upon adoption of the mobility plan, intends to no longer collect a road impact fee for Palm Beach County within the Town upon the effective date of the mobility fee. The mobility plan and mobility fee address the impact of new development and redevelopment on county facilities, and will, to the extent needed, identify multimodal improvements on county roads. Based on the analysis conducted as part of the mobility plan and mobility fee, the Town will develop a metric that will serve as the basis to set aside, in a separate funding account, a pro-rata share of the mobility fees collected to contribute towards the funding of multimodal improvements identified in the mobility plan. The Town could also request that the County turn over certain roads for maintenance within the Town if the County does not want to construct multimodal improvements on its facilities. The Town Commission, as part of the annual budget process and update of the Capital Improvements Program (CIP), will identify

multimodal improvements to be funded, consistent with the mobility plan. As part of the CIP update, the Town will coordinate with the County to determine if there are multimodal improvements for which the Town should allocate a pro rata share of the mobility fees that it has collected. Further detail of contributing a pro-rata share of mobility fees would be addressed in an interlocal agreement between the Town and the County.

## **Goal, Objectives and Policies**

### **Policy 1.10:**

The Town shall adopt a mobility plan that identifies multimodal capital improvements over the next 10 to 25 years as part of the plan. These improvements will be prioritized for funding as part of the annual Capital Improvements Program update. The Town shall periodically evaluate the mobility plan and update the plan at least once every five years. ~~adopt an update transportation network and implement an improvement schedule in conformance with the Capital Improvements Element.~~

### **Objective 3**

Future development shall bear a proportional cost of facility improvements in order to maintain adopted LOS standards. Upon adoption of a mobility plan and the effective date of a mobility fee, future development shall fully mitigate its impact through payment of a mobility fee to the Town. Future development may also be required to make site related access and multimodal improvements through requirements and standards adopted through a multimodal site access assessment, or its functional equivalent.

### **Policy 3.1:**

The Town shall require local street improvements of any new development necessitated by that development. The Town shall also require payment of a mobility fee upon the effective date of the fee, to fund off-site multimodal improvements identified in a mobility plan.

### **Policy 4.4:**

Efforts shall be made to secure grants, ~~or~~ private funds, and federal and state funds through the TPA and leverage mobility fees, whenever possible to finance the provision of capital improvements. In accordance with Policy 1.6 of this element, a review of grants or private funds shall be conducted to identify funding sources.

## **CONCURRENCY MANAGEMENT SYSTEM**

### **Transportation**

Prior to the issuance of any development order for new development or redevelopment (excepting development and redevelopment determined to have a de minimus impact of transportation facilities in accordance with State requirements), transportation facilities needed to support the development at adopted LOS standards must meet one of the following timing requirements: the necessary facilities are in place, or; the necessary facilities will be in place when the impacts of the development occurs, or; the necessary facilities are under construction, or; the necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the actual construction of the facilities or provision of services within three years of the date of the development order. The enforceable development agreement may include, but is not limited to, the development agreements pursuant to Section 163.3220, Florida Statutes (F.S.), or an agreement or development order issued pursuant to Chapter 380, F.S. In addition, transportation concurrency is demonstrated if improvements necessary to achieve the Level of Service Standard are included in the Five-Year Capital Improvements Schedule and are scheduled to commence within three years of the date of the development order.

In addition, a development permit or development order may be issued subject to the satisfaction of transportation concurrency requirements through the payment or contribution of the calculated proportionate fair share for transportation, pursuant to all rules and requirements of Chapter 163.3180, F.S. The adoption of a mobility plan and the implementation of a mobility fee will result in the repeal and replacement of transportation concurrency within the Town, as well as proportionate share and the collection of County road impact fees.

**Policy 5.5:**

The Town shall allow traffic concurrency requirements to be satisfied in accordance with provisions contained in F.S. 163.3180 (5)(h). As an alternative mobility funding system, the Town shall replace transportation concurrency with a mobility fee, based on a plan for multimodal capital improvements, consistent with Florida Statute Section 163.3180 (5)(i).

## Appendix B

### Proposed Amendments to the Transportation Element

#### 4.5.6 Mobility Plan

Pursuant to legislation known as the Growth Management Act, the Florida Legislature required local governments to adopt Transportation Elements that detailed policies for their transportation systems, including the establishment of Level of Service (LOS) standards and concurrency to regulate development in Palm Beach County and the Town of Lake Park (Town). In accordance with the Growth Management Act, Palm Beach County, through an amendment of its Charter established a countywide LOS and concurrency management system for its roads and impact fees, both of which are applicable in the municipalities and have primarily been based on providing road capacity for motor vehicles (cars, SUVs, trucks, etc.) and requiring development to meet transportation concurrency and pay road impact fees. In 2011, the Florida Legislature enacted the Growth Policy Act which substantially amended the Growth Management Act, including among other things, eliminated State-mandated concurrency, and recognized that any local government should have the statutory authority to, among other things, promote and provide for policies to revitalize and sustain their communities through an integrated effort involving various components including transportation.

Therefore, the Transportation Element contains policies and objectives regarding the Town's legislative intent to prepare and adopt a mobility plan and mobility fees to replace transportation concurrency, proportionate share, and the collection of County road impact fees within the Town as authorized by § 163.3180(5)(i), Fla. Stat. This alternative mobility funding and plan which has been encouraged by the Florida Legislature is focused on the movement of people, rather than solely vehicles. The revenue collected as part of the Town's mobility fee shall be used to implement mitigation of the development impacts on the Town, consistent with its adopted mobility plan, and also ensure that a pro-rata share of collected mobility fees from new development or redevelopment shall be used to address impacts to those Palm Beach County multimodal improvements identified in the Town's mobility plan, consistent with § 163.31801, Fla. Stat.

As the Town anticipates that mixed-use infill development and redevelopment will be occurring and the possibility of the extension of commuter rail service in the future, the establishment of a multimodal transportation system is appropriate. Accordingly, the Goals, Objectives and Policies are included to implement a mobility plan, funded by a mobility fee, that will set out improvements to be made to the Town's infrastructure to address all modes of travel and all types of facilities used for the movement of people, whether they elect to bike, walk, ride transit, use shared mobility, or drive a motor vehicle.

Additionally, policies to encourage people to bicycle, walk, ride micromobility devices such as electric bikes (e-bikes) and electric scooters (e-scooters), use microtransit circulators (autonomous transit shuttles, golf carts, neighborhood electric vehicles), and to drive shorter distances for movement about the Town and parking once when reaching a destination by motor vehicle. Policies also recognize the value of a mobility hub at a centralized location, designed to accommodate micromobility devices, bicycle sharing, car-sharing, and provide a safe and convenient location for drop-off and pick-up of people riding transit, microtransit and ride-hailing services.

The term multimodal is intended to address all modes of travel and all types of facilities used for the movement of people, whether they elect to bike, walk, ride transit, use shared mobility, or drive a motor vehicle. Microtransit Vehicle refers to mean low speed vehicles such as autonomous transit shuttles, golf carts neighborhood electric vehicles, or trolleys subject to requirements established by a governmental entity responsible for approval, permitting or regulating said vehicles.

The development of a mobility plan will provide a vision, over the next 10 to 25 years, to transition from the movement of motor vehicles to the safe and efficient movement of people and the provision of alternative mobility choices. The mobility plan shall identify multimodal programs consisting of improvements, programs and services that encourage people to bicycle, walk, use transit and shared mobility technologies, and drive shorter distances. The mobility plan will be developed around increasing multimodal access and mobility to and from the downtown areas and future rail station, from the rest of the town and adjacent municipalities. The plan will also include the adoption of an areawide road level of service (LOS) standard and multimodal quality of service (QOS) standards. The multimodal QOS standards will include street QOS, based on posted speed limits that will replace transportation concurrency and segment-based roadway LOS standards within the Town.

The Town has been identified as a location for a future passenger rail station. Brightline is considering a station in Palm Beach Gardens. Once the tracks are upgraded, there will be a very real opportunity to provide rail service that connects most of the historic downtowns in Broward, Miami-Dade, and Palm Beach Counties. The Town is also seeing redevelopment interest along major arterials and within its historic downtown that will be served by future Tri-Rail Coastal service.

#### **4.5.7 Mobility Fees**

The Florida Legislature eliminated state mandated transportation concurrency in 2011 and provided for the adoption of an alternative mobility funding system. Mobility fees, as established in the 2013 Legislature, based on a plan of needed improvements (aka mobility plan) is a tool available to the Town to replace the existing transportation concurrency and proportionate share systems in the Town and to no longer collect County road impact fees to address the impacts of new development and redevelopment. Mobility fees will be used as a revenue source by the Town to fund multimodal programs, such as bike lanes, complete streets with streetscape and

landscape enhancements, sidewalks, slow streets, and transit circulators, identified in the mobility plan.

Mobility fees are an alternative to transportation concurrency, proportionate share, and County road impact fees. The Town will set aside a pro-rata share of collected mobility fees for County facilities identified in the mobility plan, to mitigate the impact of new development and redevelopment. The Town cannot prevent the County from attempting to implement transportation concurrency or seeking to assess a road impact fee. However, Florida Statute Sections 163.3180 and 163.31801 places the burden of proof on the County that: (1) the transportation concurrency it implements is consistent with Florida Statute Section 163.3180; (2) any exaction meets the dual rational nexus test; (3) the need for identified improvements is attributable and assignable to future development in the Town; (4) future development in the Town is not being assessed for existing backlog or deficiencies; (5) future development in the Town is not assessed twice for the same impact; and (6) future development in the Town is not held to a higher standard than development in the County.

Under the Town's mobility fee system and plan the Commission shall annually determine the distribution of revenues from its adopted mobility fee during the annual budget process and the Capital Improvements Program update.

The Town could coordinate mobility plan projects with the County and set aside a pro-rata share of mobility fees collected to provide to the County, if the County moved forward with funding the design and or construction of improvements identified in the mobility plan.

Florida Statute Section 163.3164(29) very clearly defines a local government as "any county or municipality." If the Legislature had intended for a County or Charter County to be exempt from provisions of the Community Planning Act, or to have authority over a municipality as it relates to transportation concurrency, impact fees, or mobility fees, it would have either included specific references or defined city and county separately, not cohesively as a "local government."

## **4.6 GOAL, OBJECTIVES AND POLICIES**

### **4.6.1 Town Goal Statement**

A safe, connected, convenient, and efficient multimodal ~~motorized and non-motorized~~ transportation system that emphasizes the movement of people and goods in a sustainable manner and minimizes environmental and neighborhood impact shall be available to all residents, business, and visitors to the Town.

#### 4.6.2 Objective and Policies

##### **Objective 1:**

The Town shall coordinate as appropriate with, the appropriate agencies, adjacent municipalities, the Florida Department of Transportation (FDOT), Palm Beach County, and the Palm Beach County Transportation Planning Agency (TPA), Palm Tran, the Treasure Coast Regional Planning Council (TCRPC), Tri-Rail, and private transportation mobility entities, such as Brightline, Metropolitan Planning Organization, to implement projects to address roadway deficiencies and address current and projected multi-modal multimodal transportation needs through whatever modes of transportation the Town deems appropriate.

##### Policy 1.7:

The Town shall repeal transportation concurrency and proportionate share within its boundaries, and no longer collect road impact fees on behalf of the County, upon adoption and the effective date of a mobility fee, in accordance with the alternative mobility funding system provisions contained in Florida Statute Section 163.3180 (5)(f)and(i).

##### Policy 1.8:

In lieu of the segment-based level of service (LOS) The Town shall establish an areawide road LOS based on road capacity provided by multiple corridors in recognition that while one (1) corridor may be near capacity, parallel corridors may be available to accommodate future travel demand. This areawide standard shall be contained within the Town's mobility plan, which shall demonstrate how this standard will be achieved through improvements identified in the mobility plan and the Capital Improvements Plan consistent with § 163.3180 (5)(f), Fla. Stat.

##### Policy 1.9:

The Town shall establish multimodal quality of service standards for people walking, bicycling, and riding transit consistent with § 163.3180 (5)(f), Fla. Stat.

##### Policy 1.10

The Town shall establish multimodal quality of service standards for its streets, based on posted speed, that will replace segment- based road level of service standards.

##### Policy 1.11

The Town shall utilize the areawide road level of service and multimodal quality of service standards as performance measures to evaluate the addition of multimodal facilities and changes

in service standards over time. An existing conditions analysis should be conducted as part of the mobility plan, to establish baseline conditions.

**Objective 2:**

The Town shall develop a mobility plan to transition its current transportation system from one that emphasizes the movement of motor vehicles to one that encourages the movement of people via a multimodal transportation system that provides safe and convenient improvements, services, and programs for people walking, bicycling, riding or using micromobility devices and microtransit vehicles, using shared mobility services and programs, and driving motor vehicles. Ensure the provision of a full range of multimodal transportation options, including pedestrianism, bicycles, automobiles, and transit for existing and future residents, businesses and visitors.

**Policy 2.1:**

The Town shall adopt a mobility plan that addresses impacts to Town, County, and State transportation facilities within and directly adjacent to the Town. Proposed projects within the plan shall be based on future person travel demand and the need for multimodal projects to meet that demand as required by the needs test of the dual rational nexus test. The horizon year for the mobility plan shall be either consistent with the Town's Comprehensive Plan or the most recently adopted Palm Beach County TPA Long Range Transportation Plan (LRTP). The mobility plan may include projects that will not be used in the calculation of a mobility fee or are only partially attributable to new development, or redevelopment.

The Town shall continue to coordinate with the Palm Beach County Metropolitan Planning Organization (MPO) to ensure that innovative ideas regarding transportation planning in Lake Park are forwarded.

**Policy 2.2:**

The mobility plan and the future land use element may include policies related to mixed-use development, mobility districts, multimodal oriented developments, and transit-oriented developments. The mobility plan or updated land development regulations may include provision that include mobility hubs, curbside management and dynamic parking management strategies for mixed-use, multimodal, and transit-oriented development to facilitate creation of park-once environments that support mobility and reduce the need for motor vehicle trips.

The Town shall encourage mixed-use development and/or Transit Oriented Development in appropriate locations in order to reduce the need for vehicular trips.



Policy 2.3:

The types of projects included in the mobility plan shall be consistent with multimodal quality of service standards established in the mobility plan. At a minimum, the mobility plan shall include the identification of improvements for people walking, such as sidewalks and paths, people bicycling, such as bike lanes or trails, people riding micromobility devices, microtransit and transit vehicles, such as multimodal lanes, slow speed (15 MPH) lanes, and dedicated lanes, and people driving, such as upgraded intersections and wider roads, and low speed and shared curbside streets.

Policy 2.4:

The Town shall evaluate opportunities to reimagine the function of right-of-way and repurpose space within existing right-of-way to provide more space for people bicycling, walking, and using micromobility devices, microtransit vehicles, and shared mobility services, while creating safer space for all users by slowing down the speed of motor vehicles and potentially relocating parking to areas that create a park-ounce environment.

Policy 2.5:

The Town shall evaluate developing complete street policies within the [mobility plan or the Town's land development regulations. Complete street policies shall require that pedestrian, bicycle, transit, motorist and other anticipated users of a road or street are included in evaluation and design of roadway cross-section based upon anticipated mobility and accessibility needs in a context sensitive manner.

Policy 2.6:

The mobility plan may include provisions related to climate change and include elements that reduce vehicular trips, vehicular miles of travel and greenhouse gas emissions. The mobility plan may also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio-swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements.

**Objective 3:**

The Town shall adopt a mobility fee, based on the multimodal projects identified in an adopted mobility plan, that fully mitigates the person travel demand impact attributable to future development on Town, County, and State facilities within and adjacent to the Town.

~~The provision of motorized and non-motorized vehicle parking and the provision of bicycle and pedestrian ways will be regulated. (Moved to Policy 8.3, under Objective 8)~~

Policy 3.1:

The mobility fee shall be a one-time assessment on future development that results in an increase in person travel demand over and above the existing use of land. The mobility fee, consistent with Florida Statute, shall be required to meet the dual rational nexus test, and shall be roughly proportional to the increase in person travel demand impact of future development. Any multimodal project that serves as the basis for the mobility fee would need be attributable to the person travel demand impact of future development. The technical documentation for the mobility fee shall demonstrate that future development is not held to a higher standard than existing development, is not assessed for system wide deficiencies, and is not paying more than the cost of multimodal projects reasonably attributable to future development that results in an increase in person travel.

~~The Town shall seek opportunities to expand multi-modal transportation access to its roadway system and existing and proposed developments and uses. (Moved to Objective 8 and Incorporated into new Policy 8.5)~~

Policy 3.2:

The mobility fee may include provisions to encourage and incentivize affordable and workforce housing, mixed-use development, multimodal supportive development, targeted employment uses, and development within downtown areas, and around the future rail station.

~~The Town shall review all proposed development for its accommodation of bicycle and pedestrian traffic needs. (Incorporated into new Policy 8.6)~~

Policy 3.3:

Future development shall not be required to pay a mobility fee and also meet transportation concurrency, proportionate-fair share and pay road impact fees to the extent the mobility plan and mobility fee address the same facilities and travel demand impacts as would be addressed through the application of transportation concurrency, proportionate-fair share and road impact fees.

Policy 3.4:

The mobility fee shall go into effect per the provisions of an adopted mobility fee ordinance. The Town Commission shall repeal and replace transportation concurrency and proportionate share within the Town concurrently with the adoption of a mobility fee implementing ordinance.

Policy 3.5:

The Town shall encourage the County to enter into an Interlocal agreement related to mobility, with the Town electing to no long collect road impact fees on behalf of the County. The Town shall set aside a pro-rata share of mobility fee revenues collected to mitigate transportation impacts to County facilities, to the extent needed improvements on those facilities are attributable to future development or redevelopment. This share will be per the metric established in the technical report that will be undertaken for the mobility plan and mobility fee.

Absent a new interlocal agreement between the Town and County related to mobility fees, the Town shall consult with the County on the contribution of a pro rata share of mobility fees to the County to fund the design and or construction of multimodal improvements on County facilities identified in the mobility plan. Mobility fee revenues shall only be contributed to the County, unless otherwise provided for in an interlocal agreement, when the County has secured the full funding necessary to move forward and has commenced with the design and or construction of a multimodal improvement identified in the mobility plan.

Policy 3.6:

Once the Town Commission has adopted a mobility plan and fee, it shall update the Transportation and Capital Improvement Elements of its Comprehensive Plan to integrate the adopted mobility plan and mobility fee and reflect the repeal and replacement of transportation concurrency, proportionate share, and actions taken related to collection of the County's road impact fees. The amendment shall occur concurrent with the next evaluation and appraisal report (EAR) process or within one year from the date of adoption of the implementing mobility fee ordinance, whichever occurs first.

**Objective 4:**

The Town multimodal transportation system shall-emphasize and prioritize making streets safer and aesthetically pleasing for all users of the transportation system. ~~safety and aesthetics.~~

Policy 4.1:

The Palm Beach County Sheriff's Department shall be responsible for the preparation of annual accident frequency reports for all collector and arterial roads.

Policy 4.2:

The Town shall coordinate with the appropriate agencies to implement improvements at the dangerous points as identified in the accident analysis of this element.

Policy 4.3:

The Town shall develop and implement measures to insure safer streets for all users through the adoption of a mobility plan or other such plans and regulations.

**Objective 5:**

Traffic circulation planning shall ~~will~~ be coordinated with the future land uses shown on the Future Land Map of this plan, and the roadway and transportation improvement plans of the State, County, Palm Beach County TPA MPO, adjacent ~~neighboring municipalities, Palm Tran, Tri-Rail, Brightline, and other transportation mobility providers. and jurisdictions.~~

Policy 5.1:

As part of the annual budgeting and Capital Improvements Element update the Town shall review the compatibility of this Element with the roadway and transportation improvement plans of the State, County and TPA MPO.

Policy 5.2:

The Town shall review the transportation plans and programs of other jurisdictions that operate transportation facilities within or proximate to its boundaries, including neighboring municipalities jurisdictions, to ensure consistency with this Element.

**Objective 8:**

Continue to insure adequate multimodal traffic circulation and multimodal access to new developments and redevelopment.

Policy 8.1:

The Town shall strictly enforce land development regulations during the plan review and implementation process.

Policy 8.2:

At the time of redevelopment and though cross-access and shared access agreements, the Town shall discourage excessive curb cuts including the control of connections and access points of driveways and roads to roadways on arterial and major collector streets within the confines of the Town's roadway network.

Policy 8.3:

The Town shall adopt land development regulations that provide for parking of motorized and non-motorized vehicles, and for bicycle and pedestrian access and ways, and access to transit. (Moved, and amended, from Objective 3)

Policy 8.4:

The Town shall consider development of park-once environments through policies, requirements, and standards within its downtown areas and at and around its future rail station, and within large scale mixed-use developments through either a mobility plan, parking plan, or amendments to land development regulations. The Town should consider amendments to land development regulations that decouple parking from development or offer parking reductions through the private provision of mobility hubs and curb management.

Policy 8.5

The Town shall seek opportunities to expand multimodal transportation access connections to its multimodal transportation system and cross-access between existing and proposed developments and uses. The Town shall amend its land development regulations to require multimodal access and cross-access connections. (Moved, and amended, from Policy 3.1)

Policy 8.6

The Town shall consider, when a mobility fee is adopted, development of land development regulations for mobility assessment reports, site impact analysis, or site access assessments as a replacement of traffic impact analysis. The regulations at a minimum would address multimodal site access and cross-access for all modes multimodal access connections, the need for site related multimodal improvements, safety enhancements and upgrades, including mid-block crossings, along with an evaluation of gaps and needed upgrades to the adjacent multimodal transportation system, with emphasis on adjacent civic, education, employment, entertainment, and recreation uses. The provision of off-site improvements may be eligible for mobility fee credit. (Moved, and amended, from Policy 3.2)

Policy 8.7

The Town shall consider, when a mobility fee is adopted, establishment of land development regulations for mobility performance standards as part of the replacement of transportation concurrency addressing multimodal facilities internal and adjacent to a development, multimodal intersection improvements, including those that add road capacity such as turn lanes, multimodal safety, multimodal access and cross-access, multimodal parking, multimodal pick-up and drop-off areas, easements or right-of-way requirements for multimodal facilities, and high-

visibility crossings at intersections and mid-block crossings. The provision of off-site improvements may be eligible for mobility fee credit.

**Objective 9:**

The Town shall encourage private and public microtransit and transit systems to provide mobility options to residents, businesses, and visitors. ~~adequate public transportation systems.~~

Policy 9.1:

The Town continues to support an improved intra-county ~~public transit transportation~~ system.

Policy 9.2:

The Town supports the concept for the development of a regional ~~transit public transportation~~ system.

Policy 9.3:

The Town shall evaluate opportunities to partner with private mobility entities for the provision of individual microtransit systems and shared mobility services to enhance multimodal access and mobility and to provide first and last miles connectivity to transit systems.

Policy 9.4:

The Town shall evaluate allowing the use of microtransit vehicles, such as golf carts and neighborhood electric vehicles, by residents, businesses, visitors, and private operators.

Policy 9.5:

The Town shall actively pursue a train station adjacent to downtown for future passenger rail service.

**Objective 10:**

To coordinate transportation planning and implementation with the Cities of Riviera Beach, Palm Beach Gardens, and the Village of North Palm Beach to avoid conflicting regulations of commonly shared streets, and with the City of Palm Beach Gardens for enhanced multimodal connectivity.

Policy 10.1:

Coordinate the Town's efforts to implement any roadway maintenance, signage, stripping or any other activity affecting Silver Beach Road, Northlake Boulevard and Old Dixie Highway with the City of Riviera Beach and/or Village of North Palm Beach.

Policy 10.2:

Coordinate the Town's mobility planning initiatives with the County and the municipalities of Palm Beach Gardens, Riviera Beach and the Village of North Palm Beach pertaining to the development of joint mobility planning initiatives.

Initiatives may also consider the annexation of enclaves to enhance mobility between the municipalities and the potential consideration of a multi-jurisdictional mobility fee or establishing criteria for identifying funding for cross-jurisdictional multimodal improvements, services and programs

Policy 10.3:

Coordinate with the County and adjacent municipalities on transit circulator systems that provide access to a future rail station in Palm Beach Gardens for regional rail transit and a future rail station in Lake Park for local commuter rail service.

Objective 11:

To assure participation in the transportation planning process of the West Palm Beach Metropolitan area such that Lake Park will continue to be well integrated with the larger transportation network.

Policy 11.1:

To continue the Town's transportation planning and implementation with the Palm Beach County Transportation Planning Agency (TPA) Metropolitan Planning Organization, the Staff of the West Palm Beach Urban Area Transportation Study, the Florida Department of Transportation (FDOT) District Four (Southeast District) in Ft. Lauderdale, Tri-Rail, and Brightline.

Policy 11.2:

To consider the most recently adopted Long Range Transportation Plan ~~latest Long urban transportation plan~~ prepared by the TPA ~~West Palm Beach Urban Area Metropolitan Planning Organization~~ and the five year Transportation Improvement Program prepared by FDOT and the TPA. ~~Florida Department of Transportation in the planning of the Town's traffic circulation system.~~

**EXHIBIT 2**

**TOWN OF LAKE PARK  
Town Commission  
Transmittal Hearing  
Meeting Date: September 29, 2021  
Agenda Item #   C**



# **STAFF REPORT**

**Ordinance # 10-2021**



## SUMMARY OF REQUEST

The Commission will be holding a public hearing to consider on first reading, Ordinance 10-2021 containing Town initiated amendments to the Comprehensive Plan. These amendments are summarized below.

### Addition of a Private Property Rights Element

State Law now requires that every local government in Florida adopt a Property Rights Element. The intent of the Element is to acknowledge the Town's respect for judicially recognized and constitutionally protected private property rights, and commit that these rights will be considered in local decision-making. The element also emphasizes the importance of a transparent process for decision-making and public participation. The proposed element reflects the wording suggested in the legislation.

The Town currently has procedures in place to insure public participation and transparency, and thus we do not anticipate any substantial changes to address the Element.

### Text amendments to the Transportation Element

The proposed amendments to the Transportation Element set forth policies for the establishment of a Mobility Plan for the Town of Lake Park and are the first step in the preparation and adoption of a **Mobility Plan**. The Town intends to adopt a **Mobility Plan**, along with a **mobility fee** for development that would replace the current County traffic concurrency and traffic impact fee within the Town of Lake Park.

Currently, the County collects traffic impact fees from development within the Town. These funds are utilized for transportation improvements as determined by the County within a broad north county zone; the funds are not required to be used for improvements within Lake Park. Thus there is no guarantee that the traffic impacts of development or redevelopment projects in Lake Park will be mitigated. The adoption of a Mobility Plan and fees will insure that funds from development or redevelopment will remain substantially with the Town, to address impacts. The funds will be available for a wide range of multimodal purposes.

Florida Statute Section 163.3180(5)(i), states that if a local government traffic concurrency they are encouraged to adopt a mobility fee funding mechanism.

Text amendments to the Capital Improvements Element

These proposed amendments are complimentary to the Transportation Element and necessary to adopt a mobility plan and fee.

**All proposed changes are contained in the attached ordinance.**

Local Planning Agency Recommendation

**The Planning and Zoning Board, sitting as the Local Planning Agency, held a Public Hearing on the proposed ordinance on September 14, 2021, and by a 4-0 vote, unanimously recommended approval.**

At that hearing a representative of Palm Beach County spoke and introduced for the record a letter with the **County's objection** to proposed amendments relating to mobility. (Traffic and Capital Improvements Elements)

**TEXT AMENDMENTS**

**PROPERTY RIGHTS ELEMENT**

The State Legislature, in this past 2021 Legislative Session, adopted HB 59 (codified as 163.3177 (6)(i) Florida Statutes), which amended Florida's Community Planning Act to **require each local government "to include in its comprehensive plan a property rights element."** Each local government must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan."

As the Town is proposing various amendments to the Comprehensive Plan at this time, the Private Property Rights Element must also be brought forward as well. Community Development staff has prepared the following Private Property Rights Element which will meets the requirements of the Florida statutes.

The intent of the Element is to acknowledge the Town's respect for judicially recognized and constitutionally protected private property rights, and commit that these rights will

be considered in local decision-making. The element also emphasizes the importance of a transparent process for decision-making and public participation.

The Town currently has procedures in place to insure public participation and transparency, and thus we do not anticipate any substantial changes to address the Element.

**Text of the proposed element:**

**13.0 PRIVATE PROPERTY RIGHTS ELEMENT**

**13.1 GOAL, OBJECTIVES AND POLICIES**

**13.1.1 TOWN GOAL STATEMENT**

**Private Property Rights in Decision-making** - It is the Goal of the Town of Lake Park to ensure that the private property rights of property owners are considered in the Commission's consideration of Comprehensive Plan goals, objectives and policies, and land development regulations that affect properties in the Town by affording them with the opportunity to participate in decisions that affect their lives and property.

**OBJECTIVE 1:**

Private property rights shall be considered by the Town Commission based upon the following policies:

**Policy 1.1:**

Property owners shall be entitled to physically possess and control the legal interests in their property, to the legal extent of their interests in the property, including easements, leases, or mineral rights.

**Policy 1.2:**

Property owners shall have the right to use, maintain, develop, and improve their property for personal use or the use of any other person, subject to state laws and any countywide or town land development regulations or ordinances.

**Policy 1.3:**

Property owners shall have the right to privacy and to exclude others from unlawfully entering their properties to protect their possessions and property.

**Policy 1.4:**

Property Owners shall have the right to dispose of his or her property through sale or gift.

**OBJECTIVE 2**

Transparency, Reliability, and Predictability in Decision-making: The Town Commission shall afford property owners the opportunity to participate in public meetings and hearing where it is making decisions involving a property owner's property.

**Policy 2.1**

Development Applications - All applications affecting the development or use of property in the Town, including amendments to the Town's comprehensive plan, shall be made at duly noticed public meetings and the applications shall be made available for public review at any time before or after the date of any hearing wherein the application is to be considered within the Town's business hours. All residents and businesses of the Town shall be entitled to inspect public records associated with an application and to participate in any hearings regarding the applications.

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<p style="text-align: center;"><b>AMENDMENTS TO THE TRANSPORTATION ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT</b></p>
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**See attached Ordinance for Text of Amendments**

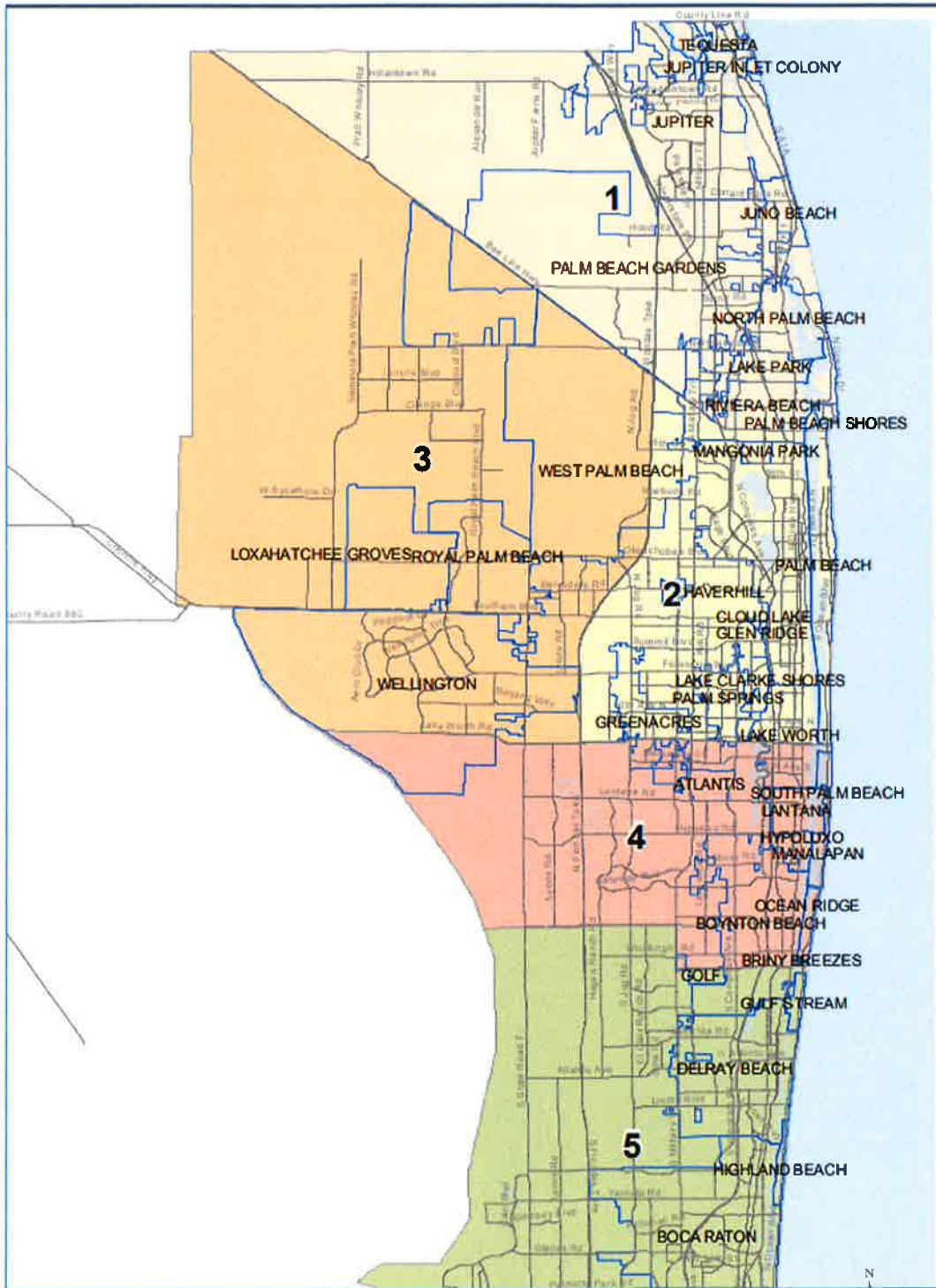
The proposed amendments to the transportation and capital improvements elements are needed as the first step in the preparation and adoption of a Mobility Plan. The Town intends to adopt a **Mobility Plan**, along with a mobility fee for development which would replace the current County traffic concurrency and traffic impact fee within the Town.

Currently, the County collects impact fees from development in the Town. These funds are utilized for transportation improvements as determined by the County within a broad north county zone. (see map on following page) The funds are not required to be used for improvements within Lake Park. Thus there is no guarantee that the traffic impacts of development or redevelopment projects in Lake Park will be mitigated. The adoption

of a Mobility plan and fees will insure that funds from development or redevelopment will remain substantially with the Town, to address impacts. The funds will be available for a wide range of multimodal purposes.

As the Town is experiencing new development and redevelopment such as mixed-use infill, high-rise condominiums, and industrial buildings there is a need to plan for a multimodal transportation system that encourages people to use alternative forms of transportation. This can include walking, bicycling or riding micromobility devices such as electric bikes and electric scooters. The use of shared transit and microtransit can reduce driver trips by promoting a “park once” approach, with the driver then using alternative transportation to reach various locations. Transportation infrastructure must be improved or enhanced to accommodate these uses; the mobility fee will provide this source for funding

### **Palm Beach County Impact Fee Zones— North County Zone 1**



The proposed amendments to the Transportation Element set forth policies for the establishment of a Mobility Plan for the Town of Lake Park and are the first step in the preparation and adoption of a **Mobility Plan**. The Town intends to adopt a **Mobility**

**Plan**, along with a **mobility fee** for development that would replace the current County traffic concurrency and traffic impact fee within the Town of Lake Park.

These proposed amendments to the Capital Improvement Element are complimentary to the Transportation Element and necessary to adopt a mobility plan and fee.

The Town has retained **NUE Urban Concepts** to prepare the Comprehensive Plan amendments related to mobility. **These proposed amendments are contained in the proposed Ordinance that follows this report.** Proposed new text will be shown underlined, existing Comprehensive Plan text being deleted will have ~~strike-thrus~~, and exiting text that is remaining will show as it is.

**THE NARRATIVE AND JUSTIFICATION PROVIDED BY NUE URBAN CONCEPTS FOLLOWS:**

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**Town of Lake Park Proposed Comprehensive Plan Amendments- Narrative  
Prepared by NUE Concepts LLC**

The proposed amendments to the Transportation Element (TE) and the Capital Improvements Element (CIE) of the Comprehensive Plan seek to implement changes related to transportation concurrency, proportionate share, road impact fees, and goals, objectives, polices, and narratives that largely emphasize the movement of motor vehicles, rather than the movement of people by multiple modes of transportation. The proposed amendments establish objectives and policies to develop and implementation an alternative mobility funding system, specifically a mobility fee based on an adopted mobility plan, per Florida Statute Section 163.3180(5)(i), which states:

*"If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted may not be used to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. A mobility fee-based funding system must comply with s. 163.31801 governing impact fees. An alternative system that is not mobility fee-based shall not be applied in a manner that imposes upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h)". **(emphasis added)***

Florida Statute Section 163.3164(29) defines a local government as: “any county or municipality”. This is an important distinction, as Palm Beach County is a Charter County that currently implements transportation concurrency and proportionate share in the Town and requires the Town to collect road impact fees on its behalf. If the Legislature had intended for a County or Charter County to be exempt from provisions of the Community Planning Act or to have authority over a municipality as it relates to transportation concurrency, proportionate share, impact fees, or mobility fees, it would have either included specific references in Florida Statute Section 163.3180 or defined county and municipality separately, not cohesively as a “local government.”

Prior to the passage of the Florida Community Planning Act by the Legislature on June 2, 2011, transportation concurrency was mandatory for local governments statewide, except those with approved TCEAs or MMTDs. After adoption of the Community Planning Act, transportation concurrency became optional for any local government and the Legislature encouraged local governments to adopt alternative mobility funding systems and specifically references mobility fees, based on a plan for mobility improvements. It should be noted that the Palm Beach County Charter was last amended in early 2011, before the Florida Legislature eliminated transportation concurrency and encouraged local governments to adopt alternative mobility funding systems.

Accordingly, the Florida Department of Economic Opportunity (DEO), which replaced the Department of Community Affairs, provides the following direction related to elimination of transportation concurrency and adoption of a mobility fee-based plan, in accordance with Florida Statute 163.3180:

***“Transportation Concurrency***

*In accordance with the Community Planning Act, local governments may establish a system that assesses landowners the costs of maintaining specified levels of service for components of the local government's transportation system when the projected impacts of their development would adversely impact the system. This system, known as a concurrency management system, must be based on the local government's comprehensive plan. Specifically, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of its transportation concurrency management system.*

*Prior to June 2, 2011, transportation concurrency was mandatory for local governments. Now that transportation concurrency is optional, if a local government chooses, it may eliminate the transportation concurrency provisions from its comprehensive plan and is encouraged to adopt a mobility fee-based plan in its place (see below). Adoption of a mobility fee-based plan must be accomplished by a plan amendment that follows the Expedited State Review Process. A plan amendment to eliminate transportation concurrency is not subject to state review.*

*It is important to point out that whether or not a local government chooses to use a transportation concurrency system, it is required to retain level of service standards for its roadways for purposes*



*of capital improvement planning. The standards must be appropriate and based on professionally accepted studies, and the capital improvements that are necessary to meet the adopted levels of service standards must be included in the five-year schedule of capital improvements. Additionally, all local governments, whether implementing transportation concurrency or not, must adhere to the transportation planning requirements of section 163.3177(6)(b), Florida Statutes.*

### **Mobility Fee Based Plans**

*If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in section 163.3180(5)(f), Florida Statutes **(bullets added)**:*

- *Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.*
- *Adoption of an area wide level of service not dependent on any single road segment function.*
- *Exempting or discounting impacts of locally desired development*
- *Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit.*
- *Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.*
- *Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.”*

**(<http://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning>)**

The development of a mobility plan and mobility fee within the Town shall replace transportation concurrency and proportionate share. In addition, the Town intends to no longer collect the County's road impact fee. The mobility plan will identify the multimodal improvements necessary to fully mitigate the impact of future development within the Town on County, State, and Town right-of-way within and adjacent to the Town. To the extent there are multimodal improvements to County right-of-way that are attributable to the impact of future development in the Town, the technical report for the mobility plan and mobility fee will include metrics to determine the pro-rata share of mobility fees to be set aside to fund improvements to County right-of-way. Ideally an interlocal agreement between the Town and County related to mobility fees to contribution of a pro-rata share of mobility fees to the County to fund improvements to County right-of-way identified in the mobility plan. Absent an interlocal agreement, the Town will consult

with the County, during the annual budget and CIP update process, any Town contribution of pro-rate mobility fees to the County to assist with the funding of multimodal improvements for which the County has secured full funding and commenced with design and or construction of a multimodal improvement that is identified in the mobility plan.

The consultation could also include the Town constructing multimodal improvements on County right-of-way or agreeing to take over maintenance and ownership of County right-of-way. Any mobility fees set aside to fund multimodal improvements on County right-of-way would require that there is a dual rational nexus between the impact of future development, the need for multimodal improvements on County facilities, and that the improvement is attributable to the impact of future development. Any pro-rata contribution would be tied to the County having commenced design or construction of a multimodal improvement identified in the mobility plan, unless otherwise provided for in an interlocal agreement. There are legally required time frames for the expenditure of mobility fees, so any set-aside would need to be for a multimodal improvement that is going to be constructed within the time frames established in the mobility fee ordinance for expenditure of mobility fees.

Brightline is completing rail upgrades between West Palm Beach and Orlando that run right through Lake Park. There is ongoing discussion regarding the location of a train station in the City of Palm Beach Gardens just to the north of the Town. The completion of the rail upgrades would open the possibility for the long-planned Tri-Rail Coastal commuter rail service linking the majority of historic downtowns in Broward, Miami Dade, and Palm Beach Counties. The mobility plan would emphasize multimodal circulation within the Town, first and last mile connectivity to the future train station and multimodal connectivity to a regional train station in Palm Beach Gardens. The intent of the mobility plan and mobility fee is to support Town land use and economic development initiatives to continue to make the Town a destination that people come to, not cut-through on the way to somewhere else: which is what current transportation concurrency and road impact fee systems promote.

### **Proposed amendments to the Capital Improvements Element (CIE)**

**The proposed amendments to the Capital Improvements Element (CIE)** establish the basis for development of areawide road level of service (LOS) and multimodal quality of service (QOS) standards. These standards will be developed as part of a mobility plan. The standards will be used to establish multimodal capacities for the mobility fee calculation. The standards will be used to evaluate existing conditions and to develop performance measures to evaluate the effect, over time, of multimodal improvements constructed within the Town. Most of the amendments proposed are to the supplemental information included in the Capital Improvements Element. The following is a summary of the proposed amendments to the CIE that established the legislative intent indicating the Town will move forward with adoption of a mobility plan and mobility fee:

The amendment to **Objective 3 of the CIE** added QOS standards.

The amendment to **Policy 3.1** requires that new development pay a mobility fee to the Town, to fund the improvements identified in an adopted mobility plan.

The amendment to **Policy 4.4** identifies mobility fees as a funding source available to the Town to fund multimodal improvements.

The amendment to **Policy 5.5** indicates that the Town will replace transportation concurrency with an alternative mobility funding system, specifically mobility fees, consistent with Florida Statute Section 163.3180 (5)(i).

### **Proposed amendments to the Transportation Element (TIE)**

The proposed amendments to the Transportation Element (TIE) establish the basis for development of areawide road level of service (LOS), multimodal quality of service (QOS) standards and the adoption of a mobility plan and mobility fee. The LOS and QOS standards will be developed as part of a mobility plan. The mobility plan will identify multimodal projects within and adjacent to the Town. The mobility fee will replace transportation concurrency and proportionate share and will result in road impact fees no longer being collected on behalf of the County. The TE amendment includes the provision of supplemental information addressing the development of a mobility plan and fee.

The amendment to **Goal 4.6.1** is an update to more current accepted terminology related to the provision of a multimodal transportation system.

The amendment to **Objective 4.6.2** updates and expands on coordination with governmental partners and private entities.

**Policy 1.7** indicates the Town will repeal transportation concurrency through the adoption of an alternative mobility funding system consistent with Florida Statute Section 163.3180 (5)(i). This process is extensively described in the supplement information provided for both the CIE and TE amendments.

**Policy 1.8** states that the Town will adopt areawide level of service (LOS) standards consistent with Florida Statute Section 163.3180 (5)(f) as an alternative replacement to segment-based LOS of, which is the Town's current LOS approach. An areawide LOS considers the road capacity provided by multiple corridors within a transportation network in recognition that while one (1) corridor maybe near capacity, parallel corridors may be available to accommodate future travel demand.

**Policy 1.9 and Policy 1.10** state that the Town will adopt multimodal quality of service (QOS) standards consistent with Florida Statute Section 163.3180 (5)(f). QOS standards are based on user's perception of conditions for people walking, bicycling or riding transit, versus LOS which is focused on the availability of road capacity. The policy also establishes that street QOS standards based on posted speed will replace segment-based LOS. The lower the posted speed, the safer the transportation system is for all users. Higher posted speed limits primarily benefit motor vehicles and make it more dangerous for people bicycling, walking and accessing transit. There is an inverse relationship between road LOS and street QOS. Higher speeds result in a higher LOS and a lower QOS. Slower speeds result in a lower LOS and a higher QOS. Road LOS is a key component of transportation concurrency. The elimination of transportation

concurrency necessitates the replacement of road LOS focused on road capacity with a street QOS that emphasizes making the multimodal transportation system safer and more accessible to all users.

**Policy 1.11** indicates that the Town will use areawide LOS and multimodal QOS standards as performance measures. Since the current transportation system and the policy and funding mechanism in place emphasize the movement of motor vehicles, it is going to take time to transition to a multimodal transportation system that encourages more people to bike, walk, use transit, and drive shorter distances. Using areawide LOS and multimodal QOS standards as performance measures allows the Town to measure, over time, the effectiveness of changes to the multimodal transportation system.

The amendment to **Objective 2** establishes the legislative intent of a mobility plan and expands on the existing language to encourage development of a multimodal transportation system.

The amendment to **Policy 2.1** relocates the existing policy related to coordination to Policy 5.3 and establishes criteria for development of a mobility plan, including meeting the needs test of the dual rational nexus test.

The amendment to **Policy 2.2** expands on the existing policy and indicates that either the mobility plan or amendments to the future land use element could establish policies for mixed-use and multimodal supportive developments, such as transit-oriented developments. The policy amendment also introduces the concept of park once environments, mobility hubs, curbside management, and dynamic parking management strategies which have all been found to reduce vehicle trips and increase travel by means other than motor vehicles.

**Policy 2.3** establishes the types of multimodal projects that should be included in a mobility plan.

**Policy 2.4** establishes the framework for the Town to consider reimagine the purpose of existing transportation corridors and to consider reallocating space to encourage people bicycling, walking, and riding micromobility devices, microtransit vehicles, and transit service.

**Policy 2.5** encourages the Town to consider development of complete street policies to increase mobility choices.

**Policy 2.6** indicates the mobility plan is an avenue for the Town to consider climate change in development of a multimodal transportation system.

The amendment to **Objective 3** relocates the existing Objective to Policy 8.3.

The new objective establishes the legislative intent to develop a mobility fee, based on the multimodal projects identified in an adopted mobility plan. The adoption of a mobility fee will provide the Town with a revenue source, paid by new development to mitigate its person travel demand impact, to fund the multimodal projects in the mobility plan. The intent of a mobility fee is to replace transportation concurrency and proportionate share, and to no longer collect road impact fees on behalf of the County.

The objective establishes that the mobility fee will mitigate the impact to Town, County, and State right-of-way through the identification of multimodal facilities attributable to the person travel demand impact of future development. Upon adoption of a mobility fee, new development would no longer be subject to

Town mandated transportation concurrency or proportionate share and the Town would no longer collect road impact fees on behalf of the County.

The Town Commission could elect to construct improvements on County facilities or set aside a pro-rata share of mobility fee revenues for County facilities and contribute those funds to the County per the terms of a mobility fee interlocal agreement. The Town, if approved by the County, could also take over maintenance and ownership of County right-of-way. Absent an interlocal agreement, the town Commission would consult with the County during the annual budget process to consider contributing a pro-rata share of mobility fee revenues collected to the County once the County has fully funded and commenced with design and or construction of multimodal improvements identified in the mobility plan. The important distinction over the existing road impact fee system is that the Town Commission would be the entity making the final determination on the prioritization and expenditure of mobility fees, consistent with the dual rational nexus test, in the Capital Improvements Program.

The Town's need is not to add road capacity to facilitate cut-through traffic, it's to enhance multimodal mobility within the Town and multimodal connectivity with adjacent municipalities. US Hwy 1, Interstate 95 and Northlake Blvd, all of which are multilane State Roads, are intended to carry regional traffic. There are multimodal improvements that are needed to US Hwy 1 and Northlake Blvd that will be coordinated with FDOT and the TPA and potentially included in the mobility plan. The LRTP has identified improvements on Alternate A1A and an extension of Park Avenue to the west. To the extent both projects are consistent with the Town's multimodal needs, they could be included in the mobility plan and factor into the mobility fee.

This policy is in recognition that the Legislature established that "any' local government could develop an alternative mobility funding system. There are no provisions in the Community Planning Act that exempt charter counties or any local government from replacing transportation concurrency and developing an alternative mobility funding system, such as a mobility fee. In the 80's and 90's there were some legal rulings related to County road impact fees collected by municipalities. Those rulings occurred long before the adoption of the "Impact Fee Act" in Florida Statute Section 163.31801 and the Community Planning Act providing for the development of alternative mobility funding systems per Florida Statute Section 163.3180 (5)(i). It is up to the Town to demonstrate that its plan and fee meet the dual rational nexus impact and mitigate the impact of new development. While the Town cannot restrict the County from seeking to implement and collect its road impact fee after adoption of a plan and fee, the County would have the burden of proof that the fee it is seeking to collect meets the dual rational nexus test.

**Policy 3.1** establishes that a mobility fee is intended to mitigate the person travel demand impact of new development and redevelopment and establishes criteria, consistent with legal and statutory requirements, for the development of a mobility fee.

**Policy 3.2** establishes that a mobility fee may have multiple assessment areas where the fee could vary based on type of development, such as mixed-use, or location of the development, such as downtown. The policy also recognizes that certain uses are encouraged and could feature specific fees related to those uses, consistent with statutory allowances.

**Policy 3.3** establishes that if future development fully mitigates its impact through payment of a mobility fee, they cannot be charged twice for the same impact and for the same type of improvement.

**Policy 3.4** provides detail related to adoption of the mobility fee and replacement of transportation concurrency and proportionate share. See narrative above for Policy 3.1 related to replacement.

**Policy 3.5** provides detail related to the collection of County road impact fees. See narrative above for Policy 3.1 related to replacement.

**Policy 3.6** provides detail on amendments to the Comprehensive Plan (CPA) upon adoption of the mobility plan and fee. The timing for the related CPA would be part of an EAR update or within one year from the date of adoption.

The amendment to **Objective 4** is an expansion of the existing policy to incorporate “multimodal” into the transportation systems and expand the objective to “all users” of the transportation system.

**Policy 4.3** indicates the Town will develop a plan or program focused on increased safety for all users of the multimodal transportation system.

The amendment to **Objective 5** expands on the entities the Town will coordinate future multimodal improvements.

**Policy 5.1** amendment reflects the name change of the MPO to the Transportation Planning Agency (TPA).

**Policy 5.2** amendment changes jurisdiction to municipality consistent with the Community Planning Act definition for local government.

The amendment to **Objective 8** incorporates “multimodal” and expands applicability to redevelopment.

**Policy 8.3** is a relocation and expansion of existing Objective 3 and expands on access requirements and integration into the land development regulations.

**Policy 8.4** addresses creation of innovative parking management strategies such as park once environments, mobility hubs and curbside management. Both parking and safety are becoming larger component of overall mobility planning.

**Policy 8.5** is a relocation and expansion of existing policy 3.1 and expands access and cross-access connections to multimodal users.

**Policy 8.6** is a relocation and expansion of existing policy 3.2 and provides a basis for the Town to develop a replacement for traffic impact analysis which focus on concurrency. Site or mobility impact analysis are focused on multimodal access, cross-access, mid-block crossings, and gaps in the multimodal system, items historically not addressed in transportation concurrency focused analysis.

**Policy 8.7** recognizes that the Town will establish mobility performance measures as a replacement of transportation concurrency and traffic impact analysis requirements. The performance measures would be established in the land development regulations and would be tied to findings in the site or mobility impact analysis established as part of Policy 8.6.

The amendment to **Objective 9** encourages the provision of private and public microtransit and transit systems in the Town to provide mobility options. The current objective just recognizes public systems.

**Policy 9.1** recognizes that intra-county transit systems should not just be limited to public providers.

**Policy 9.2** recognizes that regional transit systems should not just be limited to public providers.

**Policy 9.3** indicates the Town will consider private microtransit providers for a transit circulator within the Town. This is a potential solution to addressing first and last mile connectivity and would work in conjunction with development of park once environments.

**Policy 9.4** indicates the Town will explore allowing golf carts and neighborhood electric vehicles on streets within the Town. Any allowance on State or County roads would require approval by the maintaining entity.

**Policy 9.5** indicates the Town will pursue a train station in downtown to be served by future rail service.

The amendment to **Objective 10** includes the City of Palm Beach Gardens in coordination efforts for enhanced multimodal connectivity. The City is potentially inline for a Brightline Station and has identified multimodal improvements on roads adjacent to the Town as part of its mobility plan.

**Policy 10.2** encourages the Town to actively engage adjacent municipalities for joint mobility planning initiatives, including multi-jurisdictional mobility fees or identifying funding opportunities for multi-jurisdictional mobility improvements. Given the proximity of the four municipalities, there are opportunities to enhance multimodal connectivity.

**Policy 10.3** encourages the Town to actively engage adjacent municipalities to consider a multi-jurisdictional transit circulator to provide access to future commuter rail in the Town and future commuter and regional rail in Palm Beach Gardens.

**Policy 11.1** updates MPO to TPA and adds Tri-Rail and Brightline as entities to coordinate planning efforts.

**Policy 11.2** updates references to the Long-Range Transportation Plan and the Transportation Improvement Program.

The proposed Capital Improvement and Transportation Element amendments establish the legislative intent that the Town shall pursue adoption of a mobility plan and mobility fees. The amendments provide notice to the County, adjacent municipalities, the Florida Department of Transportation (FDOT), the Palm Beach County Transportation Planning Agency (TPA), the Treasure Coast Regional Planning Council (TCRPC), Palm Tran, and Tri-Rail that the Town is actively moving forward with development of a mobility plan and mobility fee and that the intent of doing so is to replace transportation concurrency and proportionate share. In addition, the Town could no longer collect road impact fees on behalf of the County. The Town will set aside a pro-rata share of mobility fee revenues collected to assist with funding multimodal improvements to County right-of-way identified in the mobility plan that are attributable to the person travel demand of future development in the Town. The proposed amendments also require the Town, as either part of the EAR process or within one year of the date of adoption of the mobility plan and mobility fee, to amend its Comprehensive Plan to ensure internal consistency and integrate the mobility plan and mobility fee.

The next steps for the Town to undertake is to proceed with development of a mobility plan and mobility fee. The mobility plan and mobility fee will require a technical report that documents how the fee was developed and the adoption of an implementing ordinance.

*This narrative has been prepared by NUE Urban Concepts, LLC on behalf of the Town of Lake Park and any use of this narrative should be noted as such as NUE urban Concepts, LLC is not under contract with any third-party consultant and any third-party consultant shall acknowledge that the CIE and TE policies and narrative related to mobility and mobility fees was prepared by NUE Urban Concepts, LLC.*

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### **Interlocal Notice and Legal Notice Requirements**

Legal notice requirements have been met, as the Town published a display ad in the September 5 edition of the Palm Beach Post. The ad also included the Wednesday, May 29 date for the transmittal hearing by the Town Commission.

A summary of the proposed amendments was sent to IPARC, which is an Interlocal clearinghouse that distributes the amendments to adjacent jurisdictions, the School District and the Treasure Coast Regional Planning Council. Jurisdictions are asked to send comments no later than 7 days prior to the transmittal hearing before the Town Commission. On September 14 the Town received a "Notice of Intent to Object" from Palm Beach County which was submitted through the IPARC process, and a letter of objection from Palm Beach County, which is contained in the packet.

Should Palm Beach County file an official objection, once the Town has transmitted, this will trigger a formal interlocal process, but will not delay the State's review process.

**RECOMMENDED MOTION: I MOVE TO APPROVE ORDINANCE 10-2021 ON FIRST READING AND MOVE TO TRANSMIT THE PROPOSED COMPREHENSIVE PLAN AMENDMENTS TO THE STATE.**



Nadia

EVALUATION COMMITTEE MEETING - November 16, 2021 - 2:30 PM - Town Hall Commission  
Chambers

<b>PROPOSAL SCORE TABLE - RFQ #109-2021 - refer to RFQ document for additional information on submission requirements</b>		NUC
submitted required forms (drug free workplace, public entity crimes, proposal form) - **insurance limits required prior to contract execution		(Yes)
<b>Experience with mobility planning and mobility fees (total of 50 points)</b>		
<p>a Qualifications and experience of staff that will be working on the project (including sub-consultants) and the role and time that each member will perform on the project.</p> <p>b Experience in preparing Mobility Plans and Mobility fees within Florida and Palm Beach County (a minimum of 3 required)</p> <p>c Experience in <u>post plan implementation</u> or studies (a minimum of 2 required)</p> <p>d References</p> <p>(50 points)</p>	45	(role + time not specified; per plan implementation no detailed even though some plans created years ago)
<b>Ability to provide an aggressive schedule (total of 20 Points)</b>		
<p>Town desires to have the work completed as quickly as possible (most aggressive timeline shall be provided). Identify strategies to be applied to complete the plan and deliverables within the identified timeline</p> <p>(20 points)</p>	18	(detailed timeline provided) **
<b>Proposed fee schedule/cost estimate to meet scope and deliverables (total of 15 Points)</b>		NOTES
Itemized, Competitive pricing	15	(cannot compare)
<b>Familiarity (total of 10 points)</b>		
<p>Familiarity with the Town of Lake Park, and issues that may arise with Palm Beach County</p> <p>(10 points)</p>	10	(pursuant to examples provided)
<b>Location and Communication (total of 5 points)</b>		
<p>Considerations of the location of the firm's team and sub-consultants and plans for maintaining effective communication between the Town and Consultant.</p> <p>(5 points)</p>	4	**
<b>TOTAL</b>		<b>92</b>

→ only one proposal ∴ cannot compare references

\*\* need meet to work in timeframe for reporting + presentation ensure team members are available for meetings, etc. + that scheduling works

\*\* → many team members from diff places - need to ensure effective + sufficient communication is possible

EVALUATION COMMITTEE MEETING - November 16, 2021 - 2:30 PM - Town Hall Commission

Chambers

<b>PROPOSAL SCORE TABLE - RFQ #109-2021 - refer to RFQ document for additional information on submission requirements</b>	NUC
submitted required forms (drug free workplace; public entity crimes; proposal form) - **insurance limits required prior to contract execution	Yes
<b>Experience with mobility planning and mobility fees (total of 50 points)</b>	
<ul style="list-style-type: none"> <li>Qualifications and experience of staff that will be working on the project (including sub-consultants) and the role and time that each member will perform on the project.</li> <li>Experience in preparing Mobility Plans and Mobility fees within Florida and Palm Beach County (a minimum of 3 required)</li> <li>Experience in post plan implementation or studies (a minimum of 2 required)</li> <li>References (50 points)</li> </ul>	47
<b>Ability to provide an aggressive schedule (total of 20 Points)</b>	
Town desires to have the work completed as quickly as possible (most aggressive timeline shall be provided). Identify strategies to be applied to complete the plan and deliverables within the identified timeline (20 points)	18
<b>Proposed fee schedule/cost estimate to meet scope and deliverables (total of 15 Points)</b>	
Itemized, Competitive pricing (15 points)	15
<b>Familiarity (total of 10 points)</b>	
Familiarity with the Town of Lake Park, and issues that may arise with Palm Beach County (10 points)	10
<b>Location and Communication (total of 5 points)</b>	
Considerations of the location of the firm's team and sub-consultants and plans for maintaining effective communication between the Town and Consultant. WFB manager NUC has been responsive	4
<b>TOTAL</b>	<b>94</b>

Karen Golonka  
Planner

NOTES

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CLARIFY cut + paste - folders +

① LDRS are included  
 listed as deliverables  
 & appear in cost estimate  
BUT Scope implies they  
 are NOT included.

② C.P.  
 Deliverable in scope  
 BUT nowhere else (ie #)  
 BUT in org. chart.

**EVALUATION COMMITTEE MEETING - November 16, 2021 - 2:30 PM - Town Hall Commission  
Chambers**

<b>PROPOSAL SCORE TABLE - RFQ #109-2021 - refer to RFQ document for additional information on submission requirements</b>	NUC
submitted required forms (drug free workplace; public entity crimes; proposal form) - **insurance limits required prior to contract execution	Yes
<b>Experience with mobility planning and mobility fees (total of 50 points)</b>	
<ul style="list-style-type: none"> <li>o Qualifications and experience of staff that will be working on the project (including sub-consultants) and the role and time that each member will perform on the project.</li> <li>o Experience in preparing Mobility Plans and Mobility fees within Florida and Palm Beach County (a minimum of 3 required)</li> <li>o Experience in post plan implementation or studies (a minimum of 2 required)</li> <li>o References</li> </ul> (50 points)	43.75
<b>Ability to provide an aggressive schedule (total of 20 Points)</b>	
Town desires to have the work completed as quickly as possible (most aggressive timeline shall be provided). Identify strategies to be applied to complete the plan and deliverables within the identified timeline (20 points)	20
<b>Proposed fee schedule/cost estimate to meet scope and deliverables (total of 15 Points)</b>	
Itemized, Competitive pricing (15 points)	10
<b>Familiarity (total of 10 points)</b>	
Familiarity with the Town of Lake Park, and issues that may arise with Palm Beach County (10 points)	10
<b>Location and Communication (total of 5 points)</b>	
Considerations of the location of the firm's team and sub-consultants and plans for maintaining effective communication between the Town and Consultant. (5 points)	4
<b>TOTAL</b>	<b>87.25</b>

Anders Viane  
Planner

NOTES

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**EVALUATION COMMITTEE MEETING - November 16, 2021 - 2:30 PM - Town Hall Commission  
Chambers**

<b>PROPOSAL SCORE TABLE - RFQ #109-2021 - refer to RFQ document for additional information on submission requirements</b>	NUC		
submitted required forms (drug free workplace; public entity crimes; proposal form) - **insurance limits required prior to contract execution	Yes		
	ND	KG	AV
<b>Experience with mobility planning and mobility fees (total of 50 points)</b>			
o Qualifications and experience of staff that will be working on the project (including sub-consultants) and the role and time that each member will perform on the project. o Experience in preparing Mobility Plans and Mobility fees within Florida and Palm Beach County (a minimum of 3 required) o Experience in post plan implementation or studies (a minimum of 2 required) o References (50 points)	45	47	43.25
<b>Ability to provide an aggressive schedule (total of 20 Points)</b>			
Town desires to have the work completed as quickly as possible (most aggressive timeline shall be provided). Identify strategies to be applied to complete the plan and deliverables within the identified timeline (20 points)	18	18	20
<b>Proposed fee schedule/cost estimate to meet scope and deliverables (total of 15 Points)</b>			
Itemized, Competitive pricing (15 points)	15	15	10
<b>Familiarity (total of 10 points)</b>			
Familiarity with the Town of Lake Park, and issues that may arise with Palm Beach County (10 points)	10	10	10
<b>Location and Communication (total of 5 points)</b>			
Considerations of the location of the firm's team and sub-consultants and plans for maintaining effective communication between the Town and Consultant. (5 points)	4	4	4
<b>TOTAL</b>	92	94	87.25

Vivian Mendez  
Town Clerk

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273.25



Project # 109-2021

PROJECT: Professional Planning Services for Mobility Plan and Fee Ordinance

CLOSING DATE/TIME:

November 16, 2021  
November 5, 2021 3:00 p.m. 2:30pm

*Evaluation Committee* - REQUEST FOR PROPOSAL OPENING SIGN IN SHEET

	CONTACT NAME & COMPANY	ADDRESS	PHONE	FAX	EMAIL ADDRESS
1	UYEN DANG <sup>DDEC</sup> <del>DDEC</del>	700 S. ROSEMARY AVENUE	813-380-6914	N/A	UYEN@DDEC.COM
2					
3					
4					
5					
6					
7					
8					
9					
10					

# TAB 14



**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: February 16, 2022

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

**Agenda Title: Request to Authorize the Town Manager to Accept a Proposal from Kimley-Horn and Associates, Inc., for the Provision of Traffic and Transportation Engineering Services Associated with a Street Lighting Study, per the Pricing, Terms, and Conditions of City of Fort Lauderdale/Kimley-Horn and Associates, Agreement No. RFQ12370-206 (Cooperative Purchase).**

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

Approved by Town Manager *[Signature]* Date: 2-7-22

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

<b>Originating Department:</b>  <b>Public Works</b>	<b>Costs: \$22,215.00</b> Funding Source: <i>Streets &amp; Roads Professional Services</i> Acct. # <del>190-54-541-190-31000</del> <input checked="" type="checkbox"/> Finance <i>[Signature]</i>	<b>Attachment 1:</b> - Lighting Study Proposal (Task 1) <b>Attachment 2:</b> - Draft Agreement between Town of Lake Park and Kimley-Horn and Associates.
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or Not applicable in this case <i>[Signature]</i> <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town is responsible for maintaining and operating its traffic and transportation systems and associated infrastructure and has previously determined that it requires a contractor to perform traffic and transportation engineering services.

On February 2, 2022, a cooperative purchase agreement was entered into between the Town and traffic and transportation engineering firm Kimley-Horn and Associates, Inc., (Consultant).

At the request of the Town Manager, staff also requested and received a proposal from consultant, based on the same pricing, terms, and conditions of said cooperative purchase agreement, to conduct a comprehensive, multi-phased study of the Town’s street lighting infrastructure.

For maximum fiscal flexibility, the proposal’s scope of work was subdivided into six (6) individual and complementary tasks, which can be implemented in short order or programmed for implementation in future budget years. Collectively, Tasks 1 through 6 provide a roadmap to fully address present and future lighting needs throughout the Town.

**This agenda request item seeks approval to complete only Task 1 of the proposal at a total cost of \$22,215.00.**

Furthermore, the following table provides a breakdown of each task’s objective and its estimated cost:

<b>Task 1 – Existing Conditions Review &amp; Analysis</b>	\$22,215.00
<b>Task 2 – Streetlight Infrastructure Options &amp; Recommendation</b>	\$28,610.00
<b>Task 3 – Prioritization and Recommendations</b>	\$21,970.00
<b>Task 4 – Construction Documents</b>	\$31,160.00
<b>Task 5 – Permitting Assistance</b>	\$3,020.00
<b>Task 6 – Project Management</b>	\$12,000
Sub-Total	\$118,975.00
Reimbursables (See below for breakdown)	\$250
Plan Reproduction	\$250.00
<b>Grand Total</b>	<b>\$119,475.00</b>

Other tasks associated with the proposed Lighting Study will come before the Commission at a later time, as required, for individual work authorization.

Staff recommends approval.

**Recommended Motion:** I move to authorize the Town Manager to proceed with completing Task 1 of the proposed Street Lighting Study submitted by Kimley-Horn and Associates, Inc.



Dated this 4<sup>th</sup> day of November 2021

Town of Lake Park

## TOWN OF LAKE PARK STREET LIGHTING STUDY

### PROFESSIONAL SERVICES

This Task Order between the Town of Lake Park, a Florida municipal corporation (“TOWN”) and Kimley-Horn and Associates, Inc., a North Carolina Corporation authorized to transact business in the State of Florida, (“CONSULTANT”) is pursuant to the Civil Engineering Consulting Services, Continuing Contract, RFQ 12370-206 January 5, 2021 and expiring on January 5, 2023 (“MASTER AGREEMENT”).

### PROJECT BACKGROUND

The Town of Lake Park requests that the CONSULTANT perform a lighting study to review existing lighting levels, determine appropriate lighting criteria based on roadway classification, and develop recommendations for any necessary improvements. Most lighting within the TOWN is maintained by Florida Power and Light (FPL). Based on the review and analysis of existing lighting levels, the CONSULTANT will prepare construction documents for submittal to FPL showing the location of relamped or new light fixtures required to meet established lighting criteria.

The objective of the Task Work Order is to develop guidance to future lighting improvements within the TOWN and provide the TOWN with data driven recommendation to address resident requests. The general scope of work is to provide the TOWN a proactive approach to determine available options, costs, priorities associated with streetlight improvements, and for programming future capital improvement projects.

### SPECIFIC SCOPE OF SERVICES

#### **Task 1: Existing Conditions Review & Analysis**

**\$22,215.00**

CONSULTANT will identify and summarize existing Town lighting standards currently followed and compare to the latest Florida Greenbook or IESNA guidelines for roadway lighting.

CONSULTANT shall identify and summarize existing lighting fixture types in use throughout the TOWN. This will include information collected from TOWN staff, desktop reviews, and field verification. Information collected during this stage will be used to create a photometric model and review existing light levels on streets within the Town’s jurisdiction.

CONSULTANT will create a GIS map showing the roadway classification of streets within the TOWN’s jurisdiction, existing light pole locations, and appropriate lighting levels based on Florida Greenbook or IESNA guidelines.

CONSULTANT will create a photometric model of streets within the Town’s jurisdiction using existing light pole locations provided by the TOWN (Attachment B). CONSULTANT will summarize results of the photometric analysis including average and uniformity of existing light level and compliance with Florida Greenbook or IESNA criteria.

#### Meetings anticipated during this task

Project Kickoff meeting  
Town staff meeting  
2 progress meetings

Deliverable

GIS Map with photometric results

**Task 2: Streetlight Infrastructure Options & Recommendation**

**\$28,610.00**

If streets do not meet current Florida Greenbook or IESNA criteria, CONSULTANT will provide the TOWN with photometric results based on relamping the existing fixtures with an FPL LED fixture to be selected by the TOWN.

If relamping existing light fixtures does not provide light levels meeting criteria, CONSULTANT will develop one alternative based on installing additional FPL light poles. The CONSULTANT will provide photometric results for each location. The alternatives will include anticipated spacing, light level performance, and pole/luminaire information.

The goal of this task is to coordinate with TOWN staff and the public to select standard light fixtures for use in the TOWN, creating a consistent look and feel.

CONSULTANT will develop roadway lighting criteria language for TOWN municipal code

Meetings anticipated during this task

Town staff meeting

2 neighborhood meetings

1 public meeting

2 progress meetings

Deliverable

Summary of lighting alternative results

Criteria language for TOWN municipal code

**Task 3: Prioritization Recommendations**

**\$21,970.00**

CONSULTANT will identify and summarize grant opportunities to fund future improvements

CONSULTANT will identify options for short-term and long-term improvements considering readily available information including:

corridor traffic volumes

accident history

pedestrian volume

planned and committed improvements

crime history or resident requests

CONSULTANT will coordinate with FPL to obtain anticipated up-front cost to the TOWN

Meetings anticipated during this task

Commission meeting

1 public meeting

2 progress meetings

**Task 4: Construction Documents**

**\$31,160.00**

Based on existing information obtained during Task 3, the CONSULTANT shall develop construction documents for submittal to the TOWN, FDOT (for State roadways), and FPL. The construction documents shall include proposed light pole locations and FPL pole and luminaire information. The CONSULTANT will provide spacing between proposed standalone light poles and dimensions to existing site features (if needed) for reference.

The first submittal to the TOWN will include the lighting memorandum and preliminary plans for verification that photometric criteria is met. The final deliverable shall address TOWN comments for delivery to FPL. Subsequent modifications resulting from significant project changes directed by the TOWN shall be considered an Additional Service.

The construction documents will include the following sheets:

Key Sheet

General Notes

Pole Data Table

Lighting Plans

**Task 5: FDOT Permitting Assistance**

**\$3,020.00**

The CONSULTANT will assist the TOWN with the preparation and submittal of a utility permit to FDOT for any upgrade of lighting along US 1 or Northlake Boulevard. The utility permit will include simplified plans on aerial background indicating the location of relamped or new poles and photometric results. Consultant will submit the utility permit application through FDOT's One-Stop Permitting on-line application and respond to 2 reasonable rounds of comments. Updating the existing maintenance agreement between FDOT and the TOWN is not included in this scope.

**Task 6: Project Management**

**\$12,000**

Task includes developing a project schedule and quality control plan for the project and monthly invoicing and billing. The quality control plan and project schedule will be provided to the TOWN within 14 days of notice to proceed. All project deliverables will be reviewed in accordance with the project quality control plan.

PROJECT ASSUMPTIONS

TOWN will provide any existing lighting, utility, or right of way information including CADD files, GIS layers for map development, plans and studies

TOWN shall provide the CONSULTANT with any existing survey information available to incorporate into the design.

FPL will be responsible to obtain all construction permits.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

SCHEDULE

The CONSULTANT will complete the specific scope tasks on a schedule mutually agreed to by the project team and the TOWN

METHOD OF COMPENSATION

The services performed will be accomplished using the not to exceed method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on Exhibit A attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the TOWN's accounts payable department.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task 1 – Existing Conditions Review & Analysis	\$22,215.00
Task 2 – Streetlight Infrastructure Options & Recommendation	\$28,610.00
Task 3 – Prioritization and Recommendations	\$21,970.00
Task 4 – Construction Documents	\$31,160.00
Task 5 – Permitting Assistance	\$3,020.00
Task 6 – Project Management	\$12,000
Sub-Total	\$118,975.00
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<b>Grand Total</b>	<b>\$119,475.00</b>

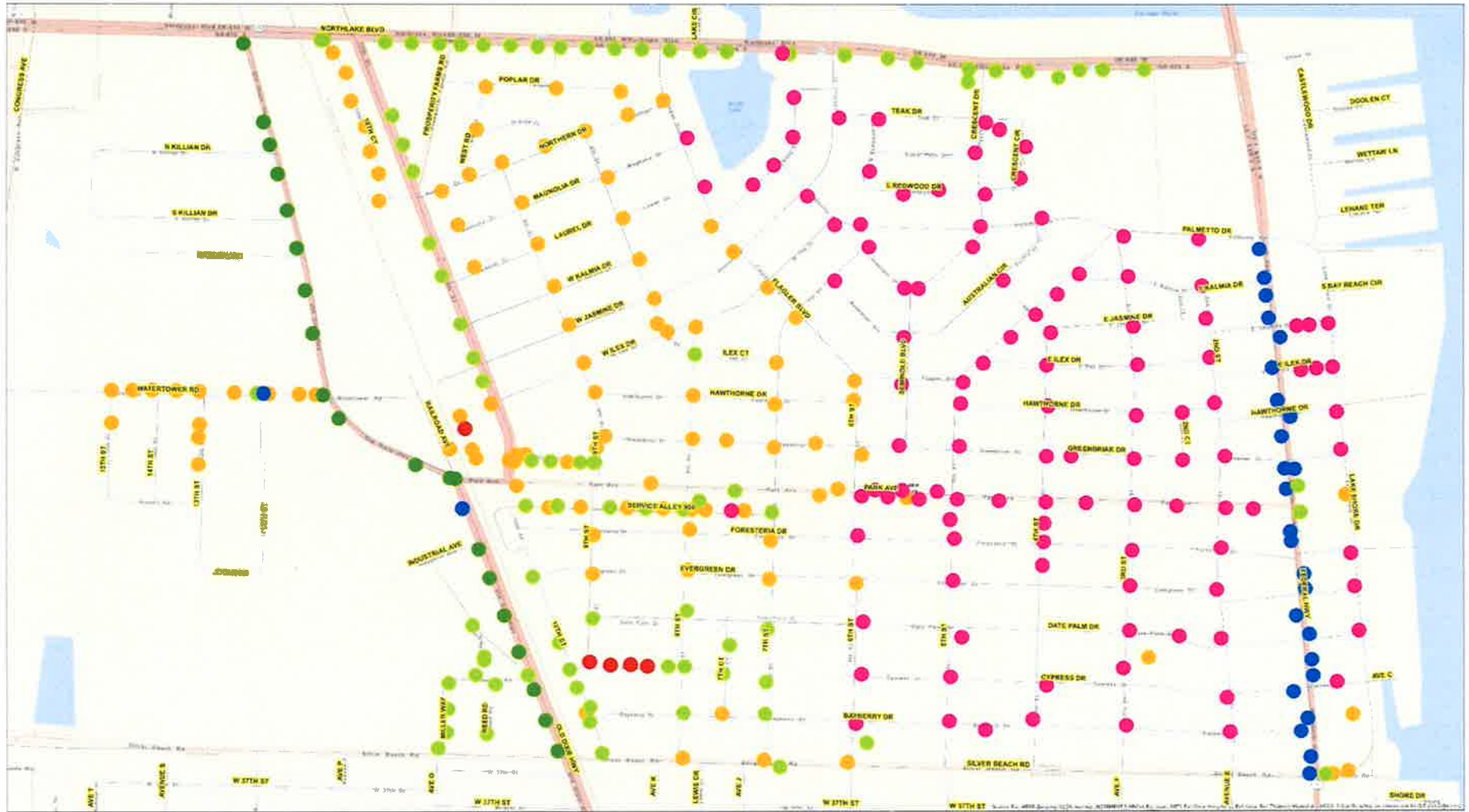


Approved By \_\_\_\_\_

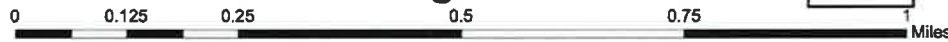
Exhibit A – Work Break Down Fee Schedule

Project: Street Lighting Study								
Client: Town of Lake Park								
Estimator: Matthew Fursetzer								
Category	Principal	Project Manager	Project Engineer	Engineer	Senior Technician	Admin / Clerical	Total Hours	Total
Contract Rate	\$ 250.00	\$ 215.00	\$ 180.00	\$ 135.00	\$ 115.00	\$ 71.00		
<b>Task 1 Existing Conditions Review &amp; Analysis</b>								
Identify / summarize existing standards/policies		4		8			12	\$1,940.00
Identify and summarize existing lights		9		40			49	\$7,335.00
Create GIS Map				24			24	\$3,240.00
Create photometric Model				40			40	\$5,400.00
<b>Task 1 meetings</b>								
Kickoff meeting		4					4	\$860.00
2 Town staff meetings		8					8	\$1,720.00
2 progress meetings		8					8	\$1,720.00
<b>Task 2 Streetlight Infrastructure Options &amp; Recommendation</b>								
Develop Relamp alternative		16		40			56	\$8,840.00
Develop new lighting alternative		24		40			64	\$10,560.00
Develop roadway lighting standard language for town municode	2	4		4			10	\$1,900.00
<b>Task 2 meetings</b>								
City Meeting		4					4	\$860.00
Neighborhood meetings		16					16	\$3,440.00
Public Meeting 1		6					6	\$1,290.00
2 progress meetings		8					8	\$1,720.00
<b>Task 3 Prioritization and Recommendations</b>								
Identify grant funding opportunities		0	18				18	\$3,240.00
Develop recommendations		40		40			80	\$14,000.00
<b>Task 3 meetings</b>								
Commission meeting		8					8	\$1,720.00
Public Meeting		6					6	\$1,290.00
2 progress meetings		8					8	\$1,720.00
<b>Task 4 Construction Documents</b>								
Key Sheet		1		4			5	\$755.00
General Notes		1		8			9	\$1,295.00
Pole Data and Legend				36			36	\$4,860.00
Plan Sheets 1" = 50' scale (50)				150			150	\$20,250.00
QC	16						16	\$4,000.00
<b>Task 5 Permitting Assistance</b>								
submit general use permit		2		8			10	\$1,510.00
respond to FDOT comments		2		8			10	\$1,510.00
<b>Task 6 Project Management</b>								
Quality control plan, schedule, billing and invoicing								\$12,000.00
<b>Hours</b>	2	175	18	442	0	0	637	
<b>Fee</b>	\$500	\$37,625	\$3,240	\$59,670	\$0	\$0		
							<b>Sub-Total</b>	\$118,975.00
							<b>Expenses</b>	\$500.00
							<b>Total</b>	\$119,475.00

Exhibit B – Existing light pole locations



**LAKE PARK inventory list  
Street Lights**



Wattage	
70	200
100	250
150	400

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COPY

**AGREEMENT FOR THE PROVISION OF TRAFFIC AND  
TRANSPORTATION ENGINEERING PROFESSIONAL SERVICES**

**THIS AGREEMENT FOR THE PROVISION OF TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Kimley-Horn and Associates, Inc., 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 ("Contractor").

**WITNESSETH THAT**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is responsible for maintaining and operating a safe traffic and transportation system and associated infrastructure on roadways within the Town; and

**WHEREAS**, the Town requires a contractor to perform traffic and transportation engineering services, including but not limited to roadway and pedestrian lighting management, traffic planning, modeling, photometric analysis, and wayfinding design; and

**WHEREAS**, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into contracts which are the subject of cooperative purchase agreements whereby another governmental entity has competitively solicited, selected and contracted with a contractor for substantially the same services and pricing as those services that are needed by the town; and

**WHEREAS**, the City of Fort Lauderdale solicited through a competitive solicitation process pursuant to applicable laws, substantially the same traffic and transportation services as are now sought by the Town; and

**WHEREAS**, on January 5, 2021, the Contractor entered into that certain Agreement Number RFQ12370-206 with the City of Fort Lauderdale, whereby it contracted to provide traffic and transportation engineering services associated with the City's traffic and transportation infrastructure, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

**WHEREAS**, the Town desires to enter into the Agreement with Contractor whereby it will provide the Town with traffic and transportation services in accordance with the pricing, terms, and conditions of the contract the Contractor entered into between the City of Fort Lauderdale.

**NOW THEREFORE**, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct and are incorporated herein.
2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
  - b. Upon the request of the Town, provide any such public records.
  - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
  - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
  - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of its agreement with the City of Fort Lauderdale and agrees to provide to the Town the same traffic and transportation engineering services based upon these same terms, conditions and pricing as are set forth in its agreement executed with City of Fort Lauderdale on January 5, 2021, a copy of which is attached hereto and incorporated herein.



4. The Town agrees to pay for the traffic and transportation services of the Contractor based upon the same terms, pricing and conditions as set forth in the agreement with the City of Fort Lauderdale.
5. The terms, pricing, and conditions of the agreement with the City of Fort Lauderdale are hereby supplemented and incorporated into this Agreement, as follows:  
  
The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for the mobilization necessary to perform the work for the Town. The mobilization costs shall be reflected in a written supplement to this Agreement which shall be attached hereto prior to its execution.
6. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
7. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Agreement.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

WITNESSES:

Kimley-Horn and Associates, Inc.:

By: *Haley Hermann*  
Haley Hermann

Printed Name

By: *Bryan T. Rapp*

Its: Principal

*Bryan T. Rapp*

Printed

*Joe Marianacci*  
JOE MARIANACCI

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4 day of February 2022 by Bryan T. Rapp as Principal of Kimley-Horn and Assoc., Inc. and who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Lori D'Amico*

Notary Public, State of Florida