



**Minutes**  
**Town of Lake Park, Florida**  
**Special Call Attorney Client Session**  
**and Regular Commission Meeting**  
**Wednesday, April 19, 2017, 6:00 PM**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 19, 2017 at 6:04 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Anne Lynch, and Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

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

Mayor O'Rourke read the following into the record "THE TOWN COMMISSION WILL RECESS TO A PRIVATE ATTORNEY - CLIENT SESSION. IT IS EXPECTED THAT THE ATTORNEY-CLIENT PORTION OF THE SPECIAL CALL MEETING WILL BE ATTENDED BY: MAYOR MICHAEL O'ROURKE, VICE-MAYOR KIMBERLY GLAS-CASTRO, COMMISSIONERS ERIN FLAHERTY, ANNE LYNCH, AND ROGER MICHAUD, AS WELL AS TOWN ATTORNEY THOMAS J. BAIRD AND TOWN MANAGER JOHN D'AGOSTINO. THE PURPOSE OF THE PRIVATE ATTORNEY-CLIENT SESSION IS TO DISCUSS A PENDING LAWSUIT AND AN APPEAL BROUGHT AGAINST THE TOWN BY R.G. TOWERS LLC. THE PRIVATE ATTORNEY-CLIENT MEETING IS ANTICIPATED TO LAST ONE HOUR."

AFTER THE CONCLUSION OF THIS PRIVATE ATTORNEY - CLIENT SESSION, THE COMMISSION WILL RE-CONVENE ITS SPECIAL CALL MEETING OF THE TOWN COMMISSION.

THE SPECIAL CALL MEETING OF THE TOWN COMMISSION RECONVENED AT 6:47 P.M.

**SPECIAL PRESENTATIONS/REPORTS**

**None**

**PUBLIC COMMENT:**

1. Eric Tate-Boldt, 515 East Redwood Drive, Lake Park, Florida addressed a shooting that had taken place at 508 Redwood Drive. He explained that a drive-by shooting had occurred at the residence and thereafter drugs were removed from the home. He explained that no arrests were made in connection to the shooting and encouraged the Palm Beach County Sheriff's Officers to be more vigilant to ensure the protection of neighboring residents.

Vice-Mayor Glas-Castro asked Town Manager D'Agostino if there was an update regarding the shooting or was it an ongoing investigation. Town Manager D'Agostino explained that he was concerned about the issue of crime in the Town of Lake Park, and that the issue at hand was an ongoing investigation of the Palm Beach County Sheriff's Office Gang Unit. He explained that

the Town hopes to integrate a smart cities initiative with the provided technological advances to monitor criminal activity. He explained that the Town of Lake Park and the Palm Beach County Sheriff's Office were extremely concerned about the occurrences of crime and would continue to ensure the safety of the residents. Mayor O'Rourke thanked Mr. Boldt for his comments and asked that he contact him directly regarding issues on Redwood Drive.

2. Gerry English, 527 East Redwood Drive, Lake Park, Florida agreed with the comments made by Mr. Boldt. He explained that he was concerned with the drug issues in the neighborhood, and the safety of his family and neighbors. He explained that he believed that drug dealers targeted the Sober Homes in the Town of Lake Park. He suggested that the Palm Beach County Sheriff Officers needed to increase their presence throughout the Town of Lake Park. Mayor O'Rourke thanked Mr. English for his comments and asked that he contact him directly regarding the issues on Redwood Drive.

3. John Linden, 568 North Redwood Drive, Lake Park, Florida commented that the insurance rates in the Town of Lake Park were increased due to the determination of crime associated with the zip code. Mr. Linden also suggested that law enforcement should increase their presence throughout the neighborhood and community. He suggested that the Town of Lake Park considered the establishment of an independent police force. Mayor O'Rourke thanked Mr. Linden for his comments and asked that he contact him directly regarding the issues on Redwood Drive.

4. Cynthia Grey, 509 Sabal Palm Drive, Lake Park, Florida commented in support of Mr. Boldt, Mr. English, and Mr. Linden. She asked if a community workshop could be scheduled for discussion about police presence in the Town prior to the annual renewal of services agreement between the Town of Lake Park and the Palm Beach County Sheriff's Office. She suggested that additional lighting, street closures and speed bumps should be a priority for the Town of Lake Park. Mayor O'Rourke thanked Ms. Grey for her comments and supported the scheduling of a community workshop to discuss services provided by the Palm Beach County Sheriff's Office to the Town of Lake Park.

Lieutenant Thomas Gendreau, Palm Beach County Sheriff's Office, District 10 Commander explained that there was an ongoing investigation as it related to the events that took place on East Redwood Drive. He encouraged the residents of East Redwood Drive to report suspicious activity. He explained that they were unable to make an arrest as a result of the shooting at East Redwood Drive because the targeted victim of the shooting would not disclose the identity of the shooter. Mayor O'Rourke thanked Lieutenant Gendreau for his comment and explained that the Commission looked forward to working with the residents and the Palm Beach County Sheriff's Office to remedy the issues of crime in the Town of Lake Park.

Commissioner Lynch encouraged the residents of the Town of Lake Park to join the Citizen's on Patrol Volunteer Group in the Town of Lake Park. She explained that the Citizen's on Patrol Volunteer Group was in need of residents who care for the Town of Lake Park.

Town Manager D'Agostino requested that agenda item number three "Resolution No. 29-04-17 the Execution of Change Order No. 1 to the current contract with One Call Property Services, Inc. for Improvements at Kelsey and Lake Shore Parks" be pulled from the Consent Agenda for discussion.

**Motion: Commissioner Flaherty moved to pull agenda item number three “Resolution No. 29-04-17 the Execution of Change Order No. 1 to the current contract with One Call Property Services, Inc. for Improvements at Kelsey and Lake Shore Parks” be pulled from the Consent Agenda for discussion; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**CONSENT AGENDA:**

- 1. Regular Commission Meeting Minutes of April 5, 2017**
- 2. Proclamation in Honor of Arbor Day**
- 4. Resolution No. 30-04-17 Authorizing the Mayor to Proceed with the Purchase of One, New Sanitation Vehicle**

**Motion: Commissioner Flaherty moved to approve agenda items 1, 2, and 4 of the amended consent agenda; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

- 3. Resolution No. 29-04-17 Authorizing the Execution of Change Order No. 1 to the current contract with One Call Property Services, Inc. for Improvements at Kelsey and Lake Shore Parks.**

Town Manager D’Agostino explained the proposed changes to agenda item number three (see Exhibit “A”). He explained that there would be a modification to the second paragraph listed under Description of Change on page 4 of Exhibit “A”. He explained that there would be a modification to the balance of construction contingency listed on page 5 of Exhibit “A”. He also explained that there would be a modification to the balance of construction contingency item listed on page 6 of Exhibit “A”.

**Motion: Vice-Mayor Glas-Castro moved to approve the amended agenda item number three “Resolution No. 29-04-17 the Execution of Change Order No. 1 to the current contract with One Call Property Services, Inc. for Improvements at Kelsey and Lake Shore Parks” as explained by Town Manager D’Agostino; Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Lynch	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(S) – ORDINANCE ON SECOND READING:**

None

**QUASI-JUDICIAL PUBLIC HEARING(S):**

**5. Resolution No. 24-03-17 of the Town Commission of the Town of Lake Park, Florida, Amending Resolution No. 49-12-15 the Development Order for the Earl Stewart Toyota Planned Unit Development; Providing for the Amendment of Section 2 to Modify Conditions 18, 20, and 28 and Create Conditions 31 and 32; Providing for an effective date.**

Ex-Parte Disclosures: Commissioners Flaherty, Lynch and Michaud had no Ex-Parte Disclosures. Vice-Mayor Glas-Castro disclosed that an email was received from concerned residents on April 19, 2017. Mayor O’Rourke disclosed that after the March 14, 2017 Municipal Election he spoke with Mr. Stewart and staff to schedule a meeting, however they were unable to do so.

Community Development Director Nadia DiTommaso, explained the item (see Exhibit “B”). Ann Booth of Urban Design Kilday Studios presented to the Commission on behalf of Earl Stewart Toyota (see Exhibit “C”). Mayor O’Rourke asked about the trailer located on the property. Ms. Booth explained that the trailer located on the property was a mobile home that was for sale, she explained that the mobile home was not a permanent structure.

**Motion: Commissioner Flaherty moved to approve Resolution No. 24-03-17; Commissioner Michaud seconded the motion.**

Vice-Mayor Glas-Castro explained that upon the approval of Resolution No. 24-03-17 at its April 19, 2017 Regular Commission Meeting would allow Earl Stewart Toyota to file for an extension of time for up to an additional year per statutory provisions that could be filed until May 14, 2017. Ms. Booth explained that she had not discussed extension opportunities with the Stewarts. She explained that they proceeded with modifications to the Resolution No. 49-12-15 for an extension of time needed. Mayor O’Rourke asked Community Development Director



DiTommaso if a cash surety would be required of Earl Stewart. Community Development Director DiTommaso explained that a cash surety was a requirement of the previous Resolution for the removal of the trailer; she explained that the trailer had since been removed and that there was not a requirement for Earl Stewart Toyota to provide a cash surety.

Vote on Motion:

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

Motion passed 5-0.

### **OLD BUSINESS**

#### **6. Request for Approval of Grant Making Policy for the Town of Lake Park**

Town Manager D'Agostino explained the item (see Exhibit "D"). Commissioner Flaherty asked if matching funds were a requirement of applicants. Town Manager D'Agostino answered "no" and explained that matching funds were not required, however there are certain things that grant funds could not be used for such as the special events application process. Vice-Mayor Glas-Castro directed the attention of the Commission to the rating criteria specifications of the Grant application, which explained that there was a 50% requirement of match funds to be provided by the applicant. Commissioner Flaherty asked if there could be in-kind grant matching funds. Human Resources Director Bambi McKibbon-Turner explained that the goal the Grant Application is to ensure that the projects were sustainable. She explained that it is best to require that matching funds are monetary rather than in-kind funds because in-kind funds would be difficult to quantify. Vice-Mayor Glas-Castro asked if the Town has contacted potential applicants. Human Resources Director Mckibbon-Turner explained that the Town had not contacted potential applicants; the Town had only placed as an agenda item for approval. Commissioner Michaud asked if grants could be used as a startup for recreational activities in the Town. Town Manager D'Agostino explained that the grant making policy could be amended to include recreational initiatives if it was the desire of the Commission. Human Resources Director Mckibbon-Turner explained that budget appropriations would need to allow for grant funding in the next fiscal year budget.

**Motion: Commissioner Flaherty moved to approve the grant making policy and application for the Town of Lake Park; Commissioner Lynch seconded the motion.**

Vice-Mayor Glas-Castro suggested that the grant application process seemed burdensome in its requirements for grant matching. Mayor O'Rourke suggested an option to waive matching requirement for legally established 501(c) (3) and public entities be included for eligibility purposes.

**Motion: Commissioner Flaherty moved to approve the amended grant making policy and application for the Town of Lake Park as discussed; Commissioner Michaud seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**NEW BUSINESS:**

**7. Designation of the Town's Voting Delegate for the Palm Beach County League of Cities.**

Town Manager D'Agostino explained that nominations needed to be submitted to Palm Beach County League of Cities by April 24, 2017. Mayor O'Rourke asked who was the previous Voting Delegate for the Town. Town Manager D'Agostino answered that Vice-Mayor Glas-Castro was the previous Voting Delegate for the Town. Commissioner Lynch nominated Commissioners Flaherty and Michaud to be alternate voting delegates for the Town to the Palm Beach County League of Cities.

**Motion: Commissioner Flaherty moved to nominate Vice-Mayor Glas-Castro as the Voting Delegate for the Town of Lake Park for the Palm Beach County League of Cities; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**Motion: Commissioner Michaud moved to nominate the remaining members of the Town Commission as alternate voting delegates for the Town to the Palm Beach County League of Cities; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**8. Resolution No. 31-04-17 Awarding the Additional Services Agreement to the Town's Engineering Consultant, Calvin Giordano & Associates for the Field Survey and Digital Recording of the Stormwater Drainage System.**

Town Manager D'Agostino explained that the total cost for the continuation of this project was \$115,600.00 to be funded by stormwater utility drainage earnings. He explained the item (see Exhibit "E"). Public Works Director David Hunt explained that \$96,000.00 was the estimated amount for tasks to be completed in fiscal year 2017 and that the overage of \$19,600.00 was estimated for fiscal year 2018 for the completion of a Survey and Digital Recording of the Stormwater Drainage System that would serve as basis for future design plans. Town Manager D'Agostino directed the attention of the Commission to the fourth page of Exhibit "E".

**Motion: Vice-Mayor Glas-Castro moved to approve Resolution No. 31-04-17; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**9. Setting a Date and Time for a Workshop to Discuss the Stormwater Utility Capital Improvements Plan and Funding Options.**

Town Manager D'Agostino explained that a Workshop was necessary to discuss the Stormwater Utility Rate that were established in 2008 and updated in 2009. He explained that the Workshop could be scheduled on Thursday, April 27, 2017 or immediately following the Regularly Scheduled Commission Meeting on May 3, 2017. He explained that the Workshop did not require a vote of the Commission.

**Motion: Commissioner Flaherty moved to schedule a Workshop to discuss the Stormwater Utility Capital Improvements Plan and Funding Options for May 3, 2017 immediately following the Regular Commission Meeting; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**10. Step #1 Approval for a Mural Application for the rear building walls of 700 Park Avenue (Phase #2) and 748 Park Avenue (Phase #3).**

A.J. Brockman thanked the Commission for nominating him for the North Palm Beach Commerce Chamber Young Professional of the Year Award. Community Development Director DiTommaso explained the item (see Exhibit “F”).

**Motion: Vice-Mayor Glas-Castro moved to Step #1 Approval for a Mural Application for the rear building walls of 700 Park Avenue (Phase #2) and 748 Park Avenue (Phase #3); Commissioner Michaud seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**11. Resolution No. 20-03-17 of the Town Commission of the Town of Lake Park, Florida, Authorizing and Directing the Mayor to Execute A Planning Services Agreement with Redevelopment Management Associates LLC.**

Town Manager D’Agostino explained the item (see Exhibit “G”). Vice-Mayor Glas-Castro asked how information would be shared with the Commission and the Public if there was only one meeting between the Consultants and Town Staff. Town Manager D’Agostino explained that the meeting could be scheduled as a joint meeting. Community Development Director DiTommaso explained that task one was a “client kick-off meeting” for Town staff to provide additional information to the Consultants. She explained that task two included individual stakeholder interviews and that the public kick-off meeting was a joint meeting of the Town Commission, Planning & Zoning Board and the public. She explained the provisions for the West-Side U.S. Highway 1 Corridor workshop, with additional meetings as needed. Town Manager D’Agostino explained that Town staff would organize additional public meetings and that a representative of RMA would be present. Vice-Mayor Glas-Castro asked if additional fees were included in the scope of work. Community Development Director DiTommaso directed the attention of the Commission to the fee schedule of Exhibit “G” and explained that lump sum fees were not to exceed \$2,000.00. Vice-Mayor Glas-Castro asked about the occurrence of the marketing event. Community Development Director DiTommaso explained that the marketing event was to market the final product. Mayor O’Rourke questioned if the amount of \$180,000.00 was included in the budget. Town Manager D’Agostino explained that the total amount for the project was not appropriated in the 2016/2017 fiscal year budget. He explained that the 2016/2017 fiscal year budget was set in September 2016. He explained that if the item was approved \$76,800.00 of the contingency budget would be used. Vice-Mayor Glas-Castro asked if hours of travel for RMA Consultants was still included in the total costs. Town Manager D’Agostino explained that the hours of travel were shown; however, they were not calculated in the costs. Vice-Mayor Glas-Castro suggested that all costs and additional fees be listed. Mayor O’Rourke asked about the Transfer Development Rights of the west side of

the U.S. Highway 1. Community Development Director DiTommaso explained that the Transfer of Development Rights was a part of the project analysis completed by RMA. She explained that the Town did not have a Transfer of Development Rights program. Town Manger D’Agostino explained that the Transfer of Development Rights would be included in the finalized text of the Land Development Rights.

**Motion: Commissioner Flaherty moved to approve Resolution No. 20-03-17; Commissioner Michaud seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

**12. Resolution No. 19-03-17 for Approval of the Fiscal Year 2016/2017 Budget Adjustment to fund Planning Consultant Services for the Mixed-Use Districts for the Federal Highway Corridor. (Budget Adjustment No. 4)**

Mayor O’Rourke explained that this item was to approve the funds for agenda item eleven. Vice-Mayor Glas-Castro asked if the remainder of the \$103,200.00 would be budgeted for fiscal year 2017/2018. Town Manger D’Agostino answered “yes”. Vice-Mayor Glas-Castro asked if the contingency funds were exhausted and approximately how much did the Town have in reserves, Town Manager D’Agostino answered that the Town had approximately half of a million dollars in reserves.

**Motion: Commissioner Flaherty moved to approve Resolution No. 19-03-17; Commissioner Lynch seconded the motion.**

Vote on Motion:

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

Motion passed 5-0.

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

**Town Attorney Baird** had no comments.

**Town Manager D’Agostino** announced that there was proposed Legislation in relation to the Homestead Exemption. He explained that the fiscal impact of the Homestead Exemption would reduce the appraised value of properties in the Town of Lake Park. He announced that April was

Palm Beach County Ethics Awareness Month. He announced that two of the four nominations submitted for the Palm Beach North Chamber of Commerce Awards were selected, A.J. Brockman for Young Professional of the Year and PNC Bank for Business of the Year. He announced that the Arbor Day Celebration was scheduled for April 28, 2017 at 10:30 a.m. at Lottie Mae Park. He announced that Summer Camp Applications were available at the Town of Lake Park and encouraged those interested to contact the Special Events Department at 561-881-3338.

**Commissioner Lynch** encouraged residents to join the Citizens on Patrol; she announced that they were in need of volunteers and that interested individuals could contact her directly.

**Commissioner Flaherty** thanked everyone who was involved with the Easter Egg Hunt on Saturday, April 15, 2017.

**Commissioner Michaud** announced that Citizens on Patrol were important and beneficial to the Town. He announced that he agreed with the comments of the Town Manager regarding smart-city initiatives. He announced that there was a free private community-sharing network service available on Nextdoor.com.

**Vice-Mayor Glas-Castro** asked Lieutenant Gendreau for the non-emergency phone number for the Palm Beach County Sheriff's Office. Lieutenant Gendreau announced that the non-emergency phone number for PBSO was 561-688-3400. Vice-Mayor Glas-Castro announced that the next Palm Beach County League of Cities Meeting would be held in the City of Atlantis on April 26, 2017. She announced that the Elected Officials Workshop would immediately follow the General Meeting. She announced that the Palm Beach County League of Cities Gala was scheduled for May 17, 2017 at the Kravis Center in West Palm Beach, Florida. She announced that the Parent-to-Parent Group planned to have a fundraiser on Thursday, May 4, 2017 at Lilly's Table, located in Lake Park, Florida.

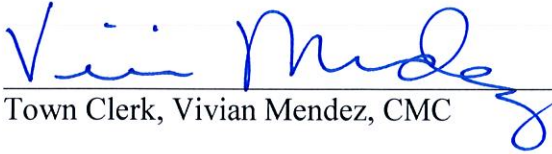
**Mayor O'Rourke** announced that the Brewhouse Gallery would have an event on April 29, 2017. He thanked the Community and Residents of Redwood Drive for attending the Regular Commission Meeting. He announced he had received complaints regarding excess noise at Lake Shore Park on Easter Sunday. He suggested that the Special Events Permit should be evaluated to include noise ordinance language. He announced that he had also received complaints about homelessness in the Town of Lake Park.

**ADJOURNMENT**

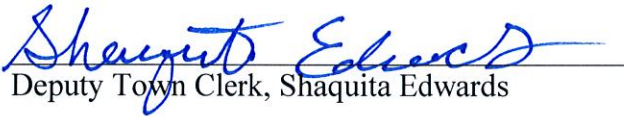
There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Lynch, and by unanimous vote, the meeting adjourned at 9:00 p.m.



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



\_\_\_\_\_  
Town Clerk, Vivian Mendez, CMC



\_\_\_\_\_  
Deputy Town Clerk, Shaquita Edwards



FLORIDA  
Approved on this 3 of May, 2017



Exhibit "A"



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 19, 2017

Agenda Item No. Tab 3

Agenda Title: Resolution No. 19-04-2017 Authorizing the Execution of Change Order No. 1 to the current contract with One Call Property Services, Inc. for Improvements at Kelsey and Lake Shore Parks

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on First Reading, New Business (checked), Other:

Approved by Town Manager

[Signature]

Date: 4-6-17

[Signature]

David Hunt/ Public Works Director

[Signature]

Richard Pittman/Project Manager

Table with 3 columns: Originating Department (Public Works), Costs (\$4,200.00), Attachments (Resolution No. 19-04-17), Funding Source (Community Development Block Grant), Acct. # (301-63818), [X] Finance, Advertisements (Not Required), and notification status (Yes, everyone notified).

Summary Explanation/Background: On January 18, 2017 the Town Commission approved contracting with One Call Property Services, Inc. (contractor) to construct improvements at Kelsey & Lake Shore Parks. The approval was for the base bid items 1 thru 15 of the bid submittal. The base bid consisted of site work and construction of a new restroom in Kelsey Park, renovation of the existing restroom building in Lake Shore Park and reroofing of two buildings in Lake Shore Park. The base bid contract amount is \$ 474,454.00. The project is funded by Community Development Block Grant (CDBG) funds.



The CDBG funds for the project total \$633,805.64 after asbestos testing. To date \$68,000 has been encumbered for professional services associated with the design and construction phases (\$57,000.00 for design plus the recently executed purchase order in the amount of \$11,000.00 for construction phase services). The \$474,454.00 encumbered for the construction to be accomplished by One Call Property Services leaves a CDBG fund balance of \$91,351.64.

There is a need to adjust the requirements of the contract with One Call Property Services. Change Order No. 1 is for sanitary sewer related work based on contract bid prices. The change order adds Alternate 3 to the contract. Alternate 3 is to plug the abandoned sanitary sewer lateral in Kelsey Park per Seacoast Utility Authority requirements including labor, equipment, materials and dewatering. This work was bid at a lump sum price of \$1,200.00 and the contractor has agreed to maintain this price. This work is associated with the demolition of the south restroom building in Kelsey Park that the Town has demolished. The Town personnel are not qualified to perform the required work. This item increases the contract price by \$1,200.00.

The remaining item of work added to the contract by this change order is to extend the sanitary sewer lateral twenty additional feet to connect to the sanitary sewer main. Seacoast Utility Authority has suggested that the Town utilize an existing sewer connection north of the sewer connection location shown in the construction drawings. Change Order No. 1 adds 20 feet of pipe to the contract requirements at the contract unit price of \$150.00/ft. (bid item 8E) for an increase of \$3,000. This cost will be funded by the construction contingency (Line Item No. 15). The need for this change order item is to utilize an existing sanitary sewer lateral connection that Seacoast Utility Authority has televised from the sewer main and appears to be in satisfactory condition.

The construction contingency is currently \$25,000. Upon final approval of this change order the construction contingency will be reduced to \$22,000.00.

The summary is as follows.

Plug sewer lateral:.....	1,200.00
Extend sanitary sewer lateral: .....	<u>3,000.00</u>
TOTAL Change Order No. 1 .....	\$ 4,200.00
Less charge to construction contingency	<u>(\$3,000.00)</u>
<b>TOTAL INCREASE IN THE CONTRACT AMOUNT:</b>	<b>\$ 1,200.00</b>

<b>REVISED CONTRACT AMOUNT (\$474,454.00 + \$1,200.00) .....</b>	<b>\$475,654.00</b>
<b>BALANCE OF CDBG FUNDS .....</b>	<b>\$ 90,151.64</b>

The balance of the CDBG funds are being considered for the upgrade the roofing systems specified in the contract and to purchase benches and trash receptacles for Kelsey Park.

**Recommended Motion:** Approve Resolution No. ~~29-04-17~~ authoring the Mayor to execute Change Order No. 1 to the contract with One Call Property Services, Inc. in the amount of \$4,200.00.

**RESOLUTION NO. 29-04-17**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH ONE CALL PROPERTY SERVICES, INC. FOR IMPROVEMENTS AT KELSEY AND LAKE SHORE PARKS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, on January 18, 2017, the Town Commission approved Resolution No. 04-01-17, authorizing the Mayor to execute a contract with One Call Property Services, Inc. as the low bidder in response to Town Bid No. 107-2016 for the construction and renovation of restrooms at Kelsey Park and Lake Shore Park; and

**WHEREAS**, there remains Community Development Block Grant funds available to use on improvements at Kelsey and Lake Shore Parks; and

**WHEREAS**, the Town has determined that sanitary sewer related work is required in Kelsey Park to finalize the requirements of the previously demolished restroom buildings; and

**WHEREAS**, the Town desires to use CDBG funds to accomplish the plug of the sanitary sewer at the demolished south restroom in Kelsey Park and to extend the sanitary sewer lateral at the new restroom building in Kelsey Park; and

**WHEREAS**, One Call Property Services, Inc. has provided unit prices to plug the sanitary sewer and extend the sanitary sewer system as part of its bid for the construction and renovation of the restrooms at Kelsey and Lake shore Park; and

**WHEREAS**, One Call Property Services, Inc. has agreed to install the required sanitary sewer lateral plug and sanitary sewer lateral extension at the contract unit prices; and

**WHEREAS**, the cost of the sanitary sewer lateral plug and the extension of the sanitary sewer lateral based on contract unit prices will be \$4,200.00.

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

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

**Section 2.** The Town Commission hereby approves Change Order No. 1 to its current contract with One Call Property Services, Inc. authorizing sanitary sewer work as set forth in the attached Exhibit “A” which is incorporated herein for the improvements at Kelsey and Lake Shore Parks.

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

EXHIBIT "A"



TOWN OF LAKE PARK PUBLIC WORKS DEPARTMENT  
650 Old Dixie Highway – Lake Park, Florida 33403- Phone 561-881-3345

CHANGE ORDER 001

Project Number/Name: 107-2017 Kelsey & Lake Shore Park Restroom Construction & Renovation

Contractor: One Call Property Services, Inc.

Change Order Number: 001

Change Order Effective Date: \_\_\_\_\_

Change Order Type: Bid Unit Price

Purchase Order Number: 55771

**DESCRIPTION OF CHANGE:**

Add ALTERNATE 3 –Plug Abandoned Sanitary Sewer Lateral in Kelsey Park  
Per Seacoast Utility Authority requirements including labor, equipment, materials  
and dewatering. See Kelsey Plan Sheet C3.00.: LUMP SUM **\$ 1,200.00**

Add: Extend sanitary sewer lateral to connect to sewer main per bid item No. 8E unit price. See Sheets  
C1.00 and C3.00 of construction plan set.  
Estimated additional quantity is 20 linear feet. 20 l.f. @ \$150.00/ l.f. = **\$ 3,000.00\***

**TOTAL ..... \$ 4,200.00**

\*Item charged to Town’s Construction Contingency, bid item No. 15.

The Town requests your approval of the Change Order amount of \$ 4,200 which includes \$3,000.00 to be invoiced against the construction contingency and \$1,200.00 will result in an increase to the original contract amount.

**CHANGE ORDER SUMMARY**  
**KELSEY & LAKE SHORE RESTROOM CONSTRUCTION & RENOVATION**

Item No.	Description of Changes-quantities, Unit, Unit Price	Original Contract Quantity	New Item Quantity (CO#1)	Reduced Quantity (CO #1)	Difference	Unit Price	Contract Price +/-
Alt. 3	Plug Abandoned San. Lat.	0	1		1	\$ 1,200.00	\$ 1,200.00
8E	Extend San. Sewer	20 L.F.	40 L.F.est.		20 L.F.	\$ 150.00	\$ 3,000.00
	TOTAL INCREASE						\$ 4,200.00
15	CHARGE AGAINST CONST. CONTINGENCY \$3,000						\$ (3,000.00)
	BALANCE OF CONTRUCTION CONGINGENCY (\$25,000 - \$3,000)						\$ 23,000.00
	<b>Net Increase in Conctrct Price</b>						<b>\$1,200.00</b>

Price of Original Contract: \$ 474,454.00 (authorized by Town Commission on Jan. 18, 2017)

Price of Current Change Order: \$ 4,200.00 (less \$3,000 charged to contingency) = \$1,200.00

Price of Updated Contract: 474,454.00 + \$1,200.00 = \$475,654.00

Balance of Construction Contingency (bid item line 15, \$25,000.00-\$3,000.00) = \$22,000.00

Basis of Price Change: Unit Price / Lump Sum

Contract Time Change: No Change

Reviewed and Accepted by: One Call Property Services, Inc.  
(Contractor Name)

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Contractor Representative (Signature)	Title	Date
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*The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. The CONTRACTOR hereby releases the OWNER from any all liability, including any and all claims, including but not limited to requests for equitable adjustment, which it may have as of the date of this CHANGE ORDER.*

IN WITNESS WHEREOF, the parties hereto have made and executed this Change Order No. 1 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 19<sup>th</sup> day of April, 2017; and Robert C. Ambrosius, President One Call Property Services, Inc. authorized to execute same.

**TOWN OF LAKE PARK**, through its  
Town Commission

Attest:

\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk

Town Seal

By: \_\_\_\_\_  
Michael O'Rourke, Mayor  
\_\_\_\_\_ day of April, 2017

Approved as to form and legality  
For the use of and reliance by the  
Town of Lake Park only:

By: \_\_\_\_\_  
Thomas Baird, Town Attorney  
\_\_\_\_\_ day of April, 2017

CONTRACTOR:

ONE CALL PROPERTY SERVICES, INC.  
Name of Contractor

\_\_\_\_\_  
Signature

Robert C. Ambrosius, President  
\_\_\_\_\_ day of April, 2017

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by \_\_\_\_\_, as \_\_\_\_\_, One Call Property Services, Inc., a Florida corporation, and who is personally know to me or who has produced the following \_\_\_\_\_ as identification.

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

My commission expires: \_\_\_\_\_

CONTRACT BID ITEMS

KELSEY AND LAKE SHORE PARKS  
RESTROOM CONSTRUCTION & RENOVATION  
TOWN OF LAKE PARK BID NO. 107-2016

SCHEDULE OF BID ITEMS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	ESTIMATED TOTAL PRICE
1.	Indemnification	Job	1	\$ 100.00
2.	General Conditions			\$ 2,820.00
2A.	Mobilization	Job	1	\$ 69,145.00
2B.	**Contingency For Permits (Town Building Dept. Palm Beach County Fire, Health Dept.)			\$ 9,500.00
2C.	Payment Bond & a Performance Bond	Job	1	\$ 13,750.00
2D.	Shop Drawing Processing	Job	1	\$ 500.00
2E.	Project Close-Out incl. Record Drawings, Manuals & Warranties	Job	1	\$ 500.00
3.	Temporary silt fencing around Kelsey Site	Job	1	\$ 2,700.00
4.	Temporary access corridor, cap sprinkler heads & restoration of grass & concrete	Job	1	\$ 2,700.00
5.	Select soil import for building pad, walkways, and transition fill incl. grading compaction, soil testing & report per specification on plan sheet S1.1 & Exhibit "B" (truck load measure 25% fluff)	C.Y.	260@	\$ 18.00 /CY \$ 4,680.00
6.	Remove encountered abandoned utility pipes	L.F.	100@	\$ 10.00 /L.F. \$ 1,000.00
7.	Cap abandoned utility/irrigation pipes	EA.	10@	\$ 60.00 /EA. \$ 600.00
8A.	<b>New restroom/storage building in Kelsey Park</b>	L.S.	1	\$ 184,944.00
8B.	Water service line & connection to existing for new restroom building	L.F.	50@	\$ 45.00 /L.F. \$ 2,250.00
8C.	Backflow prevention device	L.S.	1	\$ 1,000.00
8D.	Electrical service (new from existing panel at north west corner of park to new building)	L.F.	250@	\$ 15.00 /L.F. \$ 3,750.00
→ 8E.	Sanitary sewer connection per Seacoast Utility Authority requirements	L.F.	20@	\$ 150.00/L.F. \$ 3,000.00 <i>Increase to 40'</i>
8F.	Const. concrete walkways and ramped walkways to new restroom building	S.Y.	219@	\$ 55.00 /S.Y. \$ 12,045.00
8G.	Const. reinforced concrete steps	L.S.	1	\$ 1,200.00
8H.	Hand rail at ramped walkway and steps	L.F.	170@	\$ 70.00 /L.F. \$ 11,900.00
9.	Site drainage (basin, swale, sod)	L.S.	1	\$ 4,500.00
10.	Build irrigation system in areas receiving fill dirt and in dry detention area. Incl. labor, equipment, materials. Install Town supplied sprinkler heads.			
10.A	Sch. 40 pipe, fittings, flex pipe 1" or less	L.F.	250@	\$ 14.00 /L.F. \$ 3,500.00
10.B	Sch. 40 pipe, fittings, flex pipe 1-1/4" thru 2"	L.F.	150@	\$ 17.00 /L.F. \$ 2,550.00
11.	Sod (Floritam associated with building site)	L.S.	1	\$ 4,500.00

(SCHEDULE OF BID ITEMS CONT.)

12A. Renovations to Lake Shore Park Restroom	L.S.	1		\$ 75,000.00
12B. Reroof Lake Shore Park Restroom ("S" tile) incl. dormer removal, reframe & sheath	L.S.	1		\$ 7,695.00
12C.* Replace rotted roof sheathing	S.F.	96@	\$ 5.00 /S.F.	\$ 480.00
12D.* Replace damaged fascia	L.F.	20@	\$ 10.00 /L.F.	\$ 200.00
12E.* Replace damaged soffit incl. vents	L.F.	20@	\$ 45.00 /L.F.	\$ 900.00
13A. Re-roof of Community Meeting Building ("S" tile) incl. dormer removal, reframe & sheath	L.S.	1		\$ 17,515.00
13B.* Total bid items 12C, 12D & 12E	Per Unit Cost	1		\$ 1,580.00
14. (5) Portable toilets for public use (2 men, 2 women, 1 ADA Handicap)	Month	5@	\$ 590.00/Mo.	\$ 2,950.00
15.** TOWN'S CONSTRUCTION CONTINGENCY for omissions, upgrades, unit priced quantity increases, unforeseen conditions.				\$ 25,000.00
<b>BASE BID: TOTAL ITEMS 1 THRU 15</b>				<b>\$ 474,454.00</b>

Written Amount \$ Four-hundred seventy-four thousand, four-hundred fifty-four and zero cents

ALTERNATE 1 - Kelsey and Lake Shore Parks (per plans sheets SP-1, SP-2, SP-3):

1A. Purchase & Delivery of 6' Park Benches to Town Public Works Department.	EA.	15@	\$ 2,154.10 /EA.	\$ 32,311.50
1B. Purchase & Delivery of Trash Receptacles to Town Public Works Department.	EA.	6@	\$ 1,735.40 /EA.	\$ 10,412.40

ALTERNATE 2 - Kelsey and Lake Shore Parks (per plan sheets SP-1, SP-2, SP-3):

2A. Purchase & Install of new 6' Park Benches (includes removal and disposal of existing).	EA.	15@	\$ 2,154.10 /EA.	\$ 32,311.50
2B. Purchase & Install of new Trash Receptacles (includes removal and disposal of existing).	EA.	6@	\$ 1,735.40 /EA.	\$ 10,412.40
2C. Construct new Concrete Slabs for Park Benches (includes removal and disposal of existing).	EA.	3@	\$ 250.00 /EA.	\$ 750.00

→ ALTERNATE 3 - Plug Abandoned Sanitary Sewer Lateral in  
Kelsey Park per Seacoast Utility Authority requirements  
including labor, equipment, materials and dewatering.  
See Kelsey Plan-Sheet C3:00

	L.S.		\$ 1,200.00
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Submitted By: [Signature] Title: VP of Construction  
 Name of Firm: One Call Property Services, Inc.

\*Unit price of bid items 12C, 12D, 12E will be used.  
 \*\* Owned by Town until adjusted by change order.  
**FAILURE TO ADDRESS ALL BID ITEMS MAY RESULT IN REJECTION OF BID  
 AWARD OF CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE BASE BID**  
 Note: Bid Bond amount is to be based on 5% of base bid.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/04/2017

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

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

<b>PRODUCER</b> USI Insurance Services, LLC 500 Columbia Drive, Ste 102 West Palm Beach, FL 33409-2718 561 693-0500	<b>CONTACT NAME:</b> Kandl Schmitz <b>PHONE (A/C, No, Ext):</b> 561-693-0504 <b>E-MAIL ADDRESS:</b> kandl.schmitz@usi.com	<b>FAX (A/C, No):</b> 855-420-6662
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> One Call Property Services Inc. 7804 SW Ellipse Way Stuart, FL 34997	<b>INSURER A:</b> Everest Indemnity Insurance Com	<b>NAIC #</b> 10851
	<b>INSURER B:</b> Auto Owners Insurance Company	<b>18988</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EF4ML06055171	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		5003777000	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liab		EF4ML06055171	04/01/2017	04/01/2018	\$1,000,000
A	Professional Liab		EF4ML06055171	04/01/2017	04/01/2018	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Automatic Additional Insured on General Liability, Pollution and Professional when required by contract.  
 Town of Lake Park, a municipality of the State of Florida, its officers, employees and agents shall include Kelsey and Lake Shore Parks Restroom Construction & Renovation shall be listed as additionally insured

<b>CERTIFICATE HOLDER</b>  Town of Lake Park 535 Park Avenue Lake Park, FL 33403	<b>CANCELLATION</b>  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>Jerry Morris</i>
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Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 19, 2017

Agenda Item No. Tab 5

**Agenda Title:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 49-12-15 THE DEVELOPMENT ORDER FOR THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT; PROVIDING FOR THE AMENDMENT OF SECTION 2 TO MODIFY CONDITIONS 18, 20, and 28 AND CREATE CONDITIONS 31 AND 32; PROVIDING FOR AN EFFECTIVE DATE.

- |                                     |  |                          |                |
|-------------------------------------|--|--------------------------|----------------|
| <input type="checkbox"/>            | SPECIAL PRESENTATION/REPORTS             | <input type="checkbox"/> | CONSENT AGENDA |
| <input type="checkbox"/>            | BOARD APPOINTMENT                        | <input type="checkbox"/> | OLD BUSINESS   |
| <input type="checkbox"/>            | ORDINANCE ON 1 <sup>st</sup> READING     |                          |                |
| <input checked="" type="checkbox"/> | NEW BUSINESS – QUASI-JUDICIAL RESOLUTION |                          |                |
| <input type="checkbox"/>            | OTHER: _____                             |                          |                |

Approved by Town Manager

*[Handwritten Signature]*

Date: 4-12-17

*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: \$ Application/Legal Ad/Certified Mail – paid by Applicant)</p> <p>Funding Source: <b>Applicant</b></p> <p>Acct. # 4771</p> <p><input type="checkbox"/> Finance <i>[Handwritten Signature]</i></p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Resolution <del>24</del>03-17, marked-up and clean version</li> <li>→ Previously approved Resolution 49-12-15</li> <li>→ Application for time extension including updated Letter of Credit estimates and existing LOC</li> <li>→ Copy of Master Site Plan previously approved (a large version is available at Town Hall and can also be inserted into Dropbox or emailed as needed)</li> </ul>
<p><b>Advertised:</b></p> <p>Date: April 9, 2017</p> <p>Paper: <b>Palm Beach Post</b></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 <i>ND</i></p> <p>or</p> <p>Not applicable in this case</p> <p><b>Please initial one.</b></p>

### **Summary Explanation/Background:**

In November 2015, the Earl Stewart Toyota (EST) Planning Unit Development (PUD) was approved via Resolution 14-05-15, which amended the previous Resolution 14-05-15, and which essentially serves as the development order for the property. Certain conditions were associated with the approval, including a condition dictating the construction timelines.

The Applicant experienced several easement issues, among other issues as outlined in their request enclosed with this agenda item, which hindered their ability to remain on track with the development of Phase 1. Consequently, a request to extend the construction timelines is being requested. In addition, staff is proposing amendments to the conditions related to the existing Letter of Credit (LOC) to ensure an updated LOC is entered into that reflects updated amounts. Condition #28 is also being revisited by Staff to reinforce the carrier trucks matter that continues to be a concern to residents in the area, along with the addition of *new* conditions 31 and 32.

Conditions 18, 20 and 28 have been revised and conditions 31 and 32 have been created as the following:

#### **18.**

The Owner shall install signs around the Site, specifically at the Palmetto Drive/Federal Highway, East Ilex Drive/Federal Highway intersections, and interior to the property with proximity to the Lakeshore Drive driveway entrance and East Ilex Drive driveway entrance, indicating that "Transport truck traffic is prohibited along Lakeshore Drive and East Ilex Drive".

#### **20.**

The Site shall be developed in three Phases pursuant to the Plans described in condition of approval #1, as follows:

##### **Phase 1**

- **Commencement of Development:** *(by Code, interior demolition; land clearing/removal are not considered initiation of development)* May 2017
- **Completion:** Building shell, 3<sup>rd</sup> floor administration, office interiors, used car sales office interiors, service department interiors, site work, landscaping and parking lot improvements – 18 months (by November 2018) from the commencement of Phase 1

##### **Phase 2**

- **Commencement of Development:** November 2018
- **Completion:** 8 months (by July 2019) following commencement of Phase 2  
(Interior demolition of existing showroom and administrative offices, construction of new showroom and sales offices)

Phase 3

- **Commencement of Development:** 18 months (by January 2021) from completion of Phase 2
- **Completion:** (Garage and site improvements) 18 months from start of construction of Phase 3, but no later than August 2021.

28.

Vehicle transport trucks, or any other trucks transporting new or used vehicles, to or from the Earl Stewart Toyota dealership or its off-site storage lot are prohibited from entering or leaving the Site via Lakeshore Drive or E. Ilex Drive. In addition, vehicle transport trucks or any other trucks used to transport new or used vehicles to or from the Earl Stewart Toyota dealership or its off-site storage lot shall not stop, idle, or park on the paved street or the swale areas of East Ilex Drive or Lake Shore Drive. The Applicant shall install signage on private property, closest to the property line and clearly visible from the street, which advises the drivers of vehicle transport trucks or any other trucks used to transport new or used vehicles to or from the Earl Stewart dealership or its off-site storage lot from stopping, idling, parking, entering or exiting the Site via Lakeshore Drive or E. Ilex Drive. Any violation of this condition shall be an irreparable or irretrievable violation pursuant to § 162.09 (2) (a), Fla. Stat.

31.

Prior to the June 1, 2017 expiration of the Letter of Credit, the Applicant shall provide an updated Letter of Credit in a form acceptable to the Town Attorney in the updated amount of \$177,613.70 to guarantee the construction of the public infrastructure, curbing and site improvements related to the abandonment of the Jasmine right-of-way, water, sewer and drainage improvements, perimeter landscape buffers and irrigation for Phase 1 of the Earl Stewart Toyota Planned Unit Development, as detailed on the updated signed and sealed estimates provided by the Applicant's consultants on 02/23/2017 and 02/24/2017 respectively.

32.

Earl Stewart Toyota shall provide the transport company or drivers of any trucks transporting vehicles to the Earl Stewart Toyota dealership or its off-site storage lot with the phone number of an Earl Stewart Toyota employee with instructions to call the employee prior to reaching Federal Highway. The intent of this condition is to ensure that an Earl Stewart Toyota employee is outside of the dealership to provide assistance, so as to ensure that the drivers of transport trucks or other trucks transporting vehicles are utilizing the appropriate route to enter and exit the Earl Stewart Toyota dealership.

Recommended Motion: I move to APPROVE Resolution <sup>24</sup> 03-17.

**RESOLUTION NO. 24-03-17**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION ~~14-05-15 AND 14-05-03-49-12-15~~ THE DEVELOPMENT ORDER FOR THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT; PROVIDING FOR THE AMENDMENT OF SECTION 2 TO ADD ~~MODIFY~~ CONDITIONS ~~1.J AND 1.K~~ PERTAINING TO THE BUS SHELTER DESIGN ~~18, 20, and 28~~ AND CREATE CONDITIONS 31 AND 32; PROVIDING FOR THE AMENDMENT OF CONDITON ~~19~~ TO REQUIRE THE PLAT TO SHOW AN ACCESS EASEMENT TO THE BUS SHELTER AND THE LANDSCAPING ASSOCIATED THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Urban Design Kilday Studios, is the authorized agent ("Applicant") for Earl Stewart LLC and Commercial Investments LLC, (collectively referred to herein as "Owner"); and

**WHEREAS**, the Owner owns the property legally described in Exhibit "A" which is attached hereto and incorporated herein; and

**WHEREAS**, the Owner has proposed a three phased expansion and redevelopment of its vehicle dealership, known as Earl Stewart Toyota; and

**WHEREAS**, on behalf of the Owner, the Applicant previously submitted applications for a Site Plan and the Special Exception Use of "motor vehicle sales", an Abandonment of the 0.49 acre portion of East Jasmine Drive, a Future Land Use Map designation assignment for East Jasmine Drive and a Rezoning of 1017 Federal Highway as well as the assignment of zoning for East Jasmine Drive (collectively referred to as the "Applications"); and

**WHEREAS**, the Commission approved a Development Order which governs the Earl Stewart Planned Unit Development (EST PUD); and

**WHEREAS**, the Owner proposes to amend condition 1 of the EST PUD to incorporate the plans for the design of the required Bus Shelter;

**WHEREAS**, the Owner proposes to amend condition 19 to add the requirement that the Plat show an easement providing the public with access to the Bus Shelter; and

**WHEREAS**, the Town Commission has conducted a quasi-judicial hearing to consider the proposed amendment to the Development Order; and

**WHEREAS**, at this hearing, the Town Council considered the evidence presented by the Town Staff, the Applicant, the Owner, and other interested parties and members of the public, regarding the proposed amendments to the EST PUD Development Order.

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

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

**Section 2.** The Town Commission hereby approves an amendment to the EST PUD Development Order as shown below:

1. The Owner shall develop the Site consistent with the following Plans:
  - a. Master Site Plan/Site Plans and Architectural/Phasing Plans referenced as sheets SP-1; PH-1 (SP-1, A-2.0, A3.0, A4.0, A4.1), PH-2 (SP-1, A-2.0, A3.0, A4.0), and PH-3 (SP-1, A-2.0, A3.0, A4.0, A4.1, A5.0, A5.1); signed and sealed 08-04-15 and prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 08-07-15.
  - b. Landscape Plans and Irrigation Plans referenced as sheets LP-1 through LP-7, and IR-1 through IR-4; signed and sealed 08-07-15, prepared by Urban Design Kilday Studios; received and dated by the Department of Community Development on 08-07-15.
  - c. Survey referenced as drawing #D14-032; signed and sealed 3-26-14 and prepared by Lidberg Land Surveying; received and dated by the Department of Community Development on 08-07-15.
  - d. Shadow Study referenced as sheet A-6; prepared by Glidden Spina & Partners on 09-23-14; received and dated by the Department of Community Development on 08-03-15.
  - e. Sign Plan referenced as sheet PH-3-SIGN; signed and sealed 08-04-15 and prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 08-07-15.
  - f. Photometric Plans referenced as sheets PH-1 (E-1 through E-3); signed and sealed 08-05-15 and prepared by Smith Engineering Consultants, Inc.; received and dated by the Department of Community Development on 08-07-15.
  - g. Conceptual Engineering Plans referenced as drawings #1443PRE (sheets 1 of 2, and 2 of 2); signed and sealed 02-17-15 and prepared by McLeod, McCarthy & Associates; received and dated by the Department of Community Development on 08-07-15.
  - h. Auto-Turn Analysis referenced as sheet ATA-1 and ATA-2 prepared by Urban Design Kilday Studios and received and dated by the Department of Community Development on 08-07-15.
  - i. Color/Material Board sheet prepared by Glidden Spina & Partners on 05-20-15; received and dated by the Department of Community Development on 08-07-15.
  - j. Bus Shelter Plan revisions identified on revised sheets SP-1 and LP-1 through LP-6, identifying the bus shelter location and surrounding landscaping details, signed and sealed 11-24-15 and prepared by Urban Design Kilday Studios, received by the Department of Community Development on 11-24-15.
  - k. Bus Shelter Design details referenced as sheets BS-1 and BS-2, prepared by Glidden Spina & Partners and received by the Department of Community Development on 11-24-15.
2. Construction on the Site is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8am to 6pm on Saturday, except holidays, unless otherwise approved in writing by the Community Development Director.
3. Delivery of vehicles to the Site shall not be made before 7am or after 7pm.
4. The hours of operation of the *customer-only* car wash component are limited to 8am-7pm, Monday through Saturday.
5. Vehicles shall be serviced completely indoors and service is permitted within the hours of operation Monday through Sunday.
6. The use of a public address or outdoor speaker system is prohibited.

7. Any proposed disruption to the normal flow of traffic, entry/exit streets or parking areas within the rights of way of North Federal Highway, East Ilex Drive, Palmetto Drive, or Lakeshore Drive during the construction of the Site, shall be subject to the review and approval of the Community Development Department (the Department).
8. The Owner shall maintain all landscaping on the Site so long as the Site is operated pursuant to this Resolution or subsequent Resolutions amending same. The Owner shall promptly replace any and all expired or dying landscaping shown on the approved Site Plan and Landscaping Plan.
9. The hedge material around the proposed parking garage structure for Phase 3 and within the north, south, east property landscape buffers shall be maintained at a minimum five-foot height.
10. The Owner shall maintain safe pedestrian passages at each of the Site's entrances.
11. The Owner shall ensure that any and all contractors working on the Site use commonly accepted practices to reduce airborne dust and particulates during construction.
12. The dumpster/trash compactor areas shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town.
13. Prior to the issuance of a Certificate of Occupancy for Phase 1, the Owner shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site Plan and the Landscaping Plan.
14. Prior to the issuance of a building permit, the Owner shall have received approval of the Plat for the Site for the overall maintenance and ownership of the Site.
15. Prior to the issuance of a building permit for Phase 1, the Owner shall submit to the Department copies of any permits it has obtained from other governmental agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division, the State of Florida Department of Environmental Protection, and the Florida Department of Transportation (FDOT).
16. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other details submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department of Community Development, and shall be subject to its review and approval.
17. All drainage construction work shall comply with FDOT standards for North Federal Highway and the Town's future reconstruction design plans for Lakeshore Drive. The drainage construction work and reconstruction of Lakeshore Drive shall be subject to the review and approval of the Town Engineer and the Director of the Department of Public Works.
18. The Owner shall install signs around the Site, specifically at the Palmetto Drive/Federal Highway, East Ilex Drive/Federal Highway intersections, and interior to the property with proximity to the Lakeshore Drive driveway entrance and East Ilex Drive driveway entrance, indicating that "Transport truck traffic is prohibited along Lakeshore Drive and East Ilex Drive".
19. Prior to November 2015, the Owner shall submit its proposed design for a bus shelter on Federal Highway. The bus shelter design shall be subject to the review and approval of Palm Tran and the Town Commission. The Owner shall secure any necessary FDOT permits. The



Owner shall show an access easement on the Plat which grants the public a right of access to the Bus Shelter and upon the Bus Shelter property. The easement shall be subject to the review and approval of the Town Attorney.

20. The Site shall be developed in three Phases pursuant to the Plans described in condition of approval #1, as follows:

Phase 1

- **Commencement of Development:** *(by Code, interior demolition; land clearing/removal are not considered initiation of development)* ~~January 2016~~ May 2017
- **Completion:** ~~(1) Removal of Used Car trailer from South parking lot - 5 months (by June 2016) from commencement of Phase 1; (2) Building shell, 3<sup>rd</sup> floor administration, office interiors, used car sales office interiors, service department interiors, site work, landscaping and parking lot improvements - 1418 months (by March 2017~~ November 2018) from the commencement of Phase 1

Phase 2

- **Commencement of Development:** ~~February 2017~~ November 2018
- **Completion:** 8 months (by ~~October 2017~~ July 2019) following commencement of Phase 2 (Interior demolition of existing showroom and administrative offices, construction of new showroom and sales offices)

Phase 3

- **Commencement of Development:** 18 months (by ~~April 2019~~ January 2021) from completion of Phase 2
- **Completion:** (Garage and site improvements) 18 months from start of construction of Phase 3, but no later than ~~October 2020~~ August 2021.

21. Within 90 days of the effective date of Ordinance No. 02-2015 the Owner shall pay the Town the appraised value approved by the Town Commission of the abandoned portion of the East Jasmine Drive right-of-way. Within five business days of the Owner's payment to the Town for the Property, the Applicant shall cause to be removed, at no cost to the Town, the traffic signs along East Jasmine and Lakeshore Drive, and return these signs to the Town's Department of Public Works.
22. The Owner shall reconstruct the east and west sides of East Jasmine Drive adjacent to Lakeshore Drive and North Federal Highway.
23. Prior to the issuance of the building permit for Phase 1, the Owner shall submit a copy of all permits from all appropriate permitting authorities to the Community Development Department.
24. Prior to the issuance of the building permit for Phase 1, the Owner shall provide AT&T with a utility easement sufficient to permit AT&T to maintain the facilities as well as 2-4" PVC conduits crossing East Jasmine Drive within the utility easement. The Owner shall submit a fully executed copy of this easement prior to the issuance of the building permit for Phase 1.
25. The Owner shall remove the FPL street lights, poles within, or adjacent to East Jasmine Drive.
26. The Owner shall pay fees incurred by the Town associated with the review of the Application as authorized by Section 51-6 (c) of the Town Code within 10 days of the receipt of any invoices received from the Town. The Owner's failure to reimburse the Town these fees within 10 days of



the Town's delivery of an invoice to the Owner may result in the suspension of any further review of plans, permitting or construction activities, and may result in the revocation of any approved Development Orders.

27. If at any time after the effective date of this Resolution, noise emanating from the car wash exceeds the plainly audible standard established by the Town Code, the Applicant shall implement such further measures as may be necessary to mitigate the noise from the car wash such that it is within the range provided for in the Code.
28. Vehicle transport trucks, or any other trucks transporting new or used vehicles, entering or leaving the Site to or from the Earl Stewart Toyota dealership or its off-site storage lot are prohibited from entering or leaving the Site doing so via Lakeshore Drive and or E. Ilex Drive. In addition, vehicle transport trucks or any other trucks used to transport new or used vehicles to or from the Earl Stewart Toyota dealership or its off-site storage lot shall not stop, idle, or park on the paved street or the swale areas of East Ilex Drive or Lake Shore Drive. The Applicant shall install signage on private property, closest to the property line and clearly visible from the street, clearly prohibiting which advises the drivers of vehicle transport trucks or any other trucks used to transport new or used vehicles to or from the Earl Stewart dealership or its off-site storage lot from stopping, idling, parking, entering or leaving exiting the Site via Lakeshore Drive and or E. Ilex Drive. Any violation of this condition shall subject the Applicant to a proceeding before the Town's Code Enforcement Magistrate. The violations shall be treated as the Applicant's an irreparable or irretrievable violation pursuant to § 162.09 (2) (a), Fla. Stat. and the Applicant shall be subject to the maximum fine specified therein
29. Prior to the approval of a Plat for the Site, the Applicant shall submit revised architectural plans as agreed to at the quasi-judicial hearing on this Resolution which would include, at a minimum, the extension of the trellis' and changes to the colors of eastern elevation stairway.
30. The Applicant shall provide way finding signage throughout the Site to direct transport trucks and vehicles to the appropriate entrances and exits consistent with the site plan and condition 28.
- 30-31. Prior to the June 1, 2017 expiration of the Letter of Credit, the Applicant shall provide an updated Letter of Credit in a form acceptable to the Town Attorney in the updated amount of \$177,613.70 to guarantee the construction of the public infrastructure, curbing and site improvements related to the abandonment of the Jasmine right-of-way, water, sewer and drainage improvements, perimeter landscape buffers and irrigation for Phase 1 of the Earl Stewart Toyota Planned Unit Development, as detailed on the updated signed and sealed estimates provided by the Applicant's consultants on 02/23/2017 and 02/24/2017 respectively.
32. Earl Stewart Toyota shall provide the transport company or drivers of any trucks transporting vehicles to the Earl Stewart Toyota dealership or its off-site storage lot with the phone number of an Earl Stewart Toyota employee with instructions to call the employee prior to reaching Federal Highway. The intent of this condition is to ensure that an Earl Stewart Toyota employee is outside of the dealership to provide assistance, so as to ensure that the drivers of transport trucks or other trucks transporting vehicles are utilizing the appropriate route to enter and exit the Earl Stewart Toyota dealership.

**Section 3:** The Owner, the Applicant and their successors and assigns shall be subject to the conditions set forth herein.

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

**RESOLUTION NO. 49-12-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING RESOLUTION 14-05-15 AND 14-05-03 THE DEVELOPMENT ORDER FOR THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT; PROVIDING FOR THE AMENDMENT OF SECTION 2 TO ADD CONDITION 1.J AND 1.K PERTAINING TO THE BUS SHELTER DESIGN; PROVIDING FOR THE AMENDMENT OF CONDITON 19 TO REQUIRE THE PLAT TO SHOW AN ACCESS EASEMENT TO THE BUS SHELTER AND THE LANDSCAPING ASSOCIATED THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Urban Design Kilday Studios, is the authorized agent ("Applicant") for Earl Stewart LLC and Commercial Investments LLC, (collectively referred to herein as "Owner"); and

**WHEREAS**, the Owner owns the property legally described in Exhibit "A" which is attached hereto and incorporated herein; and

**WHEREAS**, the Owner has proposed a three phased expansion and redevelopment of its vehicle dealership, known as Earl Stewart Toyota; and

**WHEREAS**, on behalf of the Owner, the Applicant previously submitted applications for a Site Plan and the Special Exception Use of "motor vehicle sales", an Abandonment of the 0.49 acre portion of East Jasmine Drive, a Future Land Use Map designation assignment for East Jasmine Drive and a Rezoning of 1017 Federal Highway as well as the assignment of zoning for East Jasmine Drive (collectively referred to as the "Applications"); and

**WHEREAS**, the Commission approved a Development Order which governs the Earl Stewart Planned Unit Development (EST PUD); and

**WHEREAS**, the Owner proposes to amend condition 1 of the EST PUD to incorporate the plans for the design of the required Bus Shelter;

**WHEREAS**, the Owner proposes to amend condition 19 to add the requirement that the Plat show an easement providing the public with access to the Bus Shelter; and

**WHEREAS**, the Town Commission has conducted a quasi-judicial hearing to consider the proposed amendment to the Development Order; and

**WHEREAS**, at this hearing, the Town Council considered the evidence presented by the Town Staff, the Applicant, the Owner, and other interested parties and members of the public, regarding the proposed amendments to the EST PUD Development Order.

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

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

**Section 2.** The Town Commission hereby approves an amendment to the EST PUD Development Order as shown below:

1. The Owner shall develop the Site consistent with the following Plans:
  - a. Master Site Plan/Site Plans and Architectural/Phasing Plans referenced as sheets SP-1; PH-1 (SP-1, A-2.0, A3.0, A4.0, A4.1), PH-2 (SP-1, A-2.0, A3.0, A4.0), and PH-3 (SP-1, A-2.0, A3.0, A4.0, A4.1, A5.0, A5.1); signed and scaled 08-04-15 and prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 08-07-15.
  - b. Landscape Plans and Irrigation Plans referenced as sheets LP-1 through LP-7, and IR-1 through IR-4; signed and sealed 08-07-15, prepared by Urban Design Kilday Studios; received and dated by the Department of Community Development on 08-07-15.
  - c. Survey referenced as drawing #D14-032; signed and sealed 3-26-14 and prepared by Lidberg Land Surveying; received and dated by the Department of Community Development on 08-07-15.
  - d. Shadow Study referenced as sheet A-6; prepared by Glidden Spina & Partners on 09-23-14; received and dated by the Department of Community Development on 08-03-15.
  - e. Sign Plan referenced as sheet PH-3-SIGN; signed and sealed 08-04-15 and prepared by Glidden Spina & Partners; received and dated by the Department of Community Development on 08-07-15.
  - f. Photometric Plans referenced as sheets PH-1 (E-1 through E-3); signed and sealed 08-05-15 and prepared by Smith Engineering Consultants, Inc.; received and dated by the Department of Community Development on 08-07-15.
  - g. Conceptual Engineering Plans referenced as drawings #1443PRE (sheets 1 of 2, and 2 of 2); signed and sealed 02-17-15 and prepared by McLeod, McCarthy & Associates; received and dated by the Department of Community Development on 08-07-15.
  - h. Auto-Turn Analysis referenced as sheet ATA-1 and ATA-2 prepared by Urban Design Kilday Studios and received and dated by the Department of Community Development on 08-07-15.
  - i. Color/Material Board sheet prepared by Glidden Spina & Partners on 05-20-15; received and dated by the Department of Community Development on 08-07-15.
  - j. Bus Shelter Plan revisions identified on revised sheets SP-1 and LP-1 through LP-6, identifying the bus shelter location and surrounding landscaping details, signed and sealed 11-24-15 and prepared by Urban Design Kilday Studios, received by the Department of Community Development on 11-24-15.
  - k. Bus Shelter Design details referenced as sheets BS-1 and BS-2, prepared by Glidden Spina & Partners and received by the Department of Community Development on 11-24-15.

2. Construction on the Site is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8am to 6pm on Saturday, except holidays, unless otherwise approved in writing by the Community Development Director.
3. Delivery of vehicles to the Site shall not be made before 7am or after 7pm.
4. The hours of operation of the *customer-only* car wash component are limited to 8am-7pm, Monday through Saturday.
5. Vehicles shall be serviced completely indoors and service is permitted within the hours of operation Monday through Sunday.
6. The use of a public address or outdoor speaker system is prohibited.
7. Any proposed disruption to the normal flow of traffic, entry/exit streets or parking areas within the rights of way of North Federal Highway, East Ilex Drive, Palmetto Drive, or Lakeshore Drive during the construction of the Site, shall be subject to the review and approval of the Community Development Department (the Department).
8. The Owner shall maintain all landscaping on the Site so long as the Site is operated pursuant to this Resolution or subsequent Resolutions amending same. The Owner shall promptly replace any and all expired or dying landscaping shown on the approved Site Plan and Landscaping Plan.
9. The hedge material around the proposed parking garage structure for Phase 3 and within the north, south, east property landscape buffers shall be shall be maintained at a minimum five-foot height.
10. The Owner shall maintain safe pedestrian passages at each of the Site's entrances.
11. The Owner shall ensure that any and all contractors working on the Site use commonly accepted practices to reduce airborne dust and particulates during construction.
12. The dumpster/trash compactor areas shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town.
13. Prior to the issuance of a Certificate of Occupancy for Phase 1, the Owner shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site Plan and the Landscaping Plan.
14. Prior to the issuance of a building permit, the Owner shall have received approval of the Plat for the Site for the overall maintenance and ownership of the Site.
15. Prior to the issuance of a building permit for Phase 1, the Owner shall submit to the Department copies of any permits it has obtained from other governmental agencies,

including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division, the State of Florida Department of Environmental Protection, and the Florida Department of Transportation (FDOT).

16. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, or other details submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department of Community Development, and shall be subject to its review and approval.
17. All drainage construction work shall comply with FDOT standards for North Federal Highway and the Town's future reconstruction design plans for Lakeshore Drive. The drainage construction work and reconstruction of Lakeshore Drive shall be subject to the review and approval of the Town Engineer and the Director of the Department of Public Works.
18. The Owner shall install signs around the Site, specifically at the Palmetto Drive/Federal Highway, East Ilex Drive/Federal Highway intersections, and interior to the property with proximity to the Lakeshore Drive driveway entrance, indicating that "Transport truck traffic is prohibited along Lakeshore Drive".
19. Prior to November 2015, the Owner shall submit its proposed design for a bus shelter on Federal Highway. The bus shelter design shall be subject to the review and approval of Palm Tran and the Town Commission. The Owner shall secure any necessary FDOT permits. ~~Prior to November 2015, The Owner shall show submit an access easement granting the Town access on the Plat which grants the public a right of access to the Bus Shelter and upon the Bus Shelter property.~~ The easement shall be subject to the review and approval of the Town Attorney.
20. The Site shall be developed in three Phases pursuant to the Plans described in condition of approval #1, as follows:

Phase 1

- ➔ **Commencement of Development:** January 2016
- ➔ **Completion:** (1) Removal of Used Car trailer from South parking lot - 5 months (by June 2016) from commencement of Phase 1 ; (2) Building shell, 3<sup>rd</sup> floor administration, office interiors, uses car sales office interiors, service department interiors, site work, landscaping and parking lot improvements – 14 months (by March 2017) from the commencement of Phase 1

Phase 2

- ➔ **Commencement of Development:** February 2017

- ➔ **Completion:** 8 months (by October 2017) following commencement of Phase 2  
(Interior demolition of existing showroom and administrative offices, construction of new showroom and sales offices)

Phase 3

- ➔ **Commencement of Development:** 18 months (by April 2019) from completion of Phase 2
- ➔ **Completion:** (Garage and site improvements) 18 months from start of construction of Phase 3, but no later than October 2020.

21. Within 90 days of the effective date of Ordinance No. 02-2015 the Owner shall pay the Town the appraised value approved by the Town Commission of the abandoned portion of the East Jasmine Drive right-of-way. Within five business days of the Owner's payment to the Town for the Property, the Applicant shall cause to be removed, at no cost to the Town, the traffic signs along East Jasmine and Lakeshore Drive, and return these signs to the Town's Department of Public Works.
22. The Owner shall reconstruct the east and west sides of East Jasmine Drive adjacent to Lakeshore Drive and North Federal Highway.
23. Prior to the issuance of the building permit for Phase 1, the Owner shall submit a copy of all permits from all appropriate permitting authorities to the Community Development Department.
24. Prior to the issuance of the building permit for Phase 1, the Owner shall provide AT&T with a utility easement sufficient to permit AT&T to maintain the facilities as well as 2-4" PVC conduits crossing East Jasmine Drive within the utility easement. The Owner shall submit a fully executed copy of this easement prior to the issuance of the building permit for Phase 1.
25. The Owner shall remove the FPL street lights, poles within, or adjacent to East Jasmine Drive.
26. The Owner shall pay fees incurred by the Town associated with the review of the Application as authorized by Section 51-6 (c) of the Town Code within 10 days of the receipt of any invoices received from the Town. The Owner's failure to reimburse the Town these fees within 10 days of the Town's delivery of an invoice to the Owner may result in the suspension of any further review of plans, permitting or construction activities, and may result in the revocation of any approved Development Orders.
27. If at any time after the effective date of this Resolution, noise emanating from the car wash exceeds the plainly audible standard established by the Town Code, the Applicant shall

implement such further measures as may be necessary to mitigate the noise from the car wash such that it is within the range provided for in the Code.

28. Vehicle transport trucks entering or leaving the Site are prohibited from doing so via Lakeshore Drive and E. Ilex Drive. The Applicant shall install signage clearly prohibiting vehicle transport trucks from entering or leaving the Site via Lakeshore Drive and E. Ilex Drive. Any violation of this condition shall subject the Applicant to a proceeding before the Town's Code Enforcement Magistrate. The violations shall be treated as the Applicant's irreparable or irretrievable violation pursuant to § 162.09 (2) (a), Fla. Stat. and the Applicant shall be subject to the maximum fine specified therein.
29. Prior to the approval of a Plat for the Site, the Applicant shall submit revised architectural plans as agreed to at the quasi-judicial hearing on this Resolution which would include, at a minimum, the extension of the trellis' and changes to the colors of eastern elevation stairway.
30. The Applicant shall provide way finding signage throughout the Site to direct transport trucks and vehicles to the appropriate entrances and exits consistent with the site plan and condition 28.

**Section 3:** The Owner, the Applicant and their successors and assigns shall be subject to the conditions set forth herein.

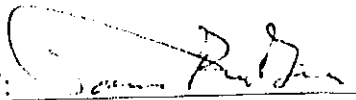
**Section 4.** This Resolution shall become effective upon adoption.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

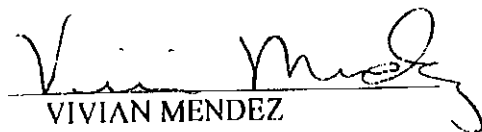
	AYE	NAY
MAYOR JAMES DUBOIS	<u>—</u>	<u>✓</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>—</u>	<u>✓</u>
COMMISSIONER MICHAEL O'ROURKE	<u>✓</u>	<u>—</u>
COMMISSIONER KATHLEEN RAPOZA	<u>✓</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution NO. 49-12-15 duly passed and adopted this 16 day of December, 2015.

TOWN OF LAKE PARK, FLORIDA

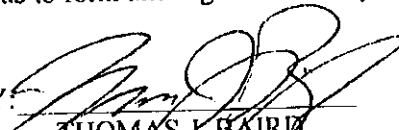
BY:   
JAMES DUBOIS  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

TOWN OF LAKE PARK  
(TOWN SEAL)  
SEAL  
FLORIDA

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



**EXHIBIT "A**

**LEGAL DESCRIPTION**

BEING A REPLAT OF STEWART TOYOTA, AS RECORDED IN PLAT BOOK 100, PAGES 148 AND 149, AND  
A REPLAT OF PORTIONS OF LOTS 1 THROUGH 11, BLOCK 121, ALL OF LOTS 12 THROUGH 22, BLOCK 121,  
AND A PORTION OF AVENUE J (NOW KNOWN AS JASMINE STREET), AS SHOWN ON KELSEY CITY, AS RECORDED  
IN PLAT BOOK 8, PAGES 15 AND 35, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
LYING IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST

January 23, 2017

Ms. Nadia DiTommaso  
Community Development Director  
The Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403



Urban Planning and Design  
Landscape Architecture  
Communication Graphics

**RE: EARL STEWART TOYOTA  
REQUEST FOR MODIFICATION OF CONDITION 20, RESOLUTION 49-12-15**

Dear Nadia,

Please accept the following request on behalf of the applicant, Commercial Investments, LLC, and Earl Stewart, LLC doing business as Earl Stewart Toyota to modify condition 20 in Resolution 49-12-15 to allow additional time for completion of construction for the expansion of the Earl Stewart Toyota dealership. The current condition as written is as follows:

20. *The Site shall be developed in three Phases pursuant to the Plans described in condition of approval #1, as follows:*

Phase 1

**Commencement of Development:** January 2016  
**Completion:** (1) Removal of Used Car trailer from South parking lot – 5 months (by June 2016) from commencement of Phase 1; (2) Building Shell, 3<sup>rd</sup> Floor administration, office interiors, used car sales office interiors, service department interiors, site work, landscaping and parking lot improvements - 14 months (by March 2017) from the commencement of Phase 1.

Phase 2

**Commencement of Development:** February 2017  
**Completion:** 8 months (by October 2017) following commencement of Phase 2 (Interior demolition of existing showroom and administrative offices, construction of new showroom and sales offices)

Phase 3

**Commencement of Development:** 18 months (by April 2019) from completion of Phase 2  
**Completion:** (Garage and site improvements) 18 months from start of construction of Phase 3, but no later than October 2020

In accordance with Phase 1, the applicant has complied with (1) removal of the Used Car trailer, and (2) initiated construction through the receipt of a permit to allow for the demolition of the portions of the building that were required to be removed before construction of the expansion could begin. That work has been completed. At the same time, the contractor filed a notice of commencement and placed orders for the custom designed pre-fabricated materials and structures. To date there is approximately 1.8 million dollars' worth of stored materials including the pre-cast building shell, the Aluminum Composite Material (ACM) used for the façade, the entry portal, and underground concrete structures waiting for delivery and installation with the issuance of the second building permit.

610 Clematis Street  
Suite CU02  
West Palm Beach, FL 33401  
561.366.1100 561.366.1111 fax  
www.UDKstudios.com  
LCC35

Community  
Development  
JAN 23 2017

The delay in issuance of the second building permit has been due to the delay in getting the outside agency permits, as required by condition 15, and the plat recorded. The plat was delayed by 6 months due to the delay in getting the easements released by FPL and AT&T. Many of the permits from outside agencies have taken an extraordinarily long time due to agency workload and staffing issues. Issuance of the permits from the Florida Department of Transportation, which are the final permits pending for the issuance of the building permit, are expected in the next few weeks.

Once started, it is anticipated that the timeframe for construction will take approximately the same amount of time as previously projected. If the permits for construction are issued in March, then it is anticipated that the Certificate of Occupancy for the first Phase should be issued in or before May of 2019. The applicant would like approval of the following modifications to the condition:

20. *The Site shall be developed in three Phases pursuant to the Plans described in condition of approval #1, as follows:*

Phase 1      **Commencement of Development: March 2017**  
**Completion: Building Shell, 3<sup>rd</sup> Floor administration, office interiors, used car sales office interiors, service department interiors, site work, landscaping and parking lot improvements - 18 months (by Sept 2018) from the commencement of Phase 1.**


Phase 2      **Commencement of Development: September 2018**  
**Completion: 8 months (by May 2019) following commencement of Phase 2 (Interior demolition of existing showroom and administrative offices, construction of new showroom and sales offices)**

Phase 3      **Commencement of Development: 18 months (by November 2020) from completion of Phase 2**  
**Completion: (Garage and site improvements) 18 months from start of construction of Phase 3, but no later than June 2021**

For your use, enclosed is a check in the amount of \$1000.00 for the fee associated with this request. Should you need any additional information in this regard, please let me know.

Thank you.

Urban Design Kilday Studios

  
Anne Booth  
Principal

Cc:    Stu Stewart  
      Josh Stewart  
      Gerry Kreutzjans, Auto Builders, Project Manager

ADDITIONAL INFORMATION - IF APPLICABLE

SEE

CHECK	VENDOR	VENDOR NAME			CHECK DATE
112278	104559	TOWN OF LAKE PARK			1/17/2017
INVOICE	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	AMOUNT PAID	MEMO INFORMATION
	1/17/2017	1000.00	.00	1000.00	
<b>REMITTANCE ADVICE</b>		<b>INVOICE TOTAL</b>	<b>DISCOUNT TOTAL</b>	<b>PAID TOTAL</b>	<b>CUSTOMER NUMBER</b>
		1000.00	.00	1000.00	

(C) 2010 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (800) 245-1028

12421 9\_0108W

EARL STEWART TOYOTA OF N. PALM  
124 US Hwy 1  
Lake Park, FL 33403

The Reynolds and Reynolds Company CC698894 Q (10/10)

DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER, A SECURITY BACKER READING "ORIGINAL DOCUMENT". DO NOT CASH IF ANY FEATURE IS MISSING.



1235 FEDERAL HIGHWAY  
LAKE PARK, FLORIDA 33403  
PHONE 844-3461

Main Bank Account (62029)  
1216 FEDERAL HWY  
LAKE PARK, FL 33412-8159  
88-1636870

DATE	CHECK
1/17/2017	112278
AMOUNT	
\$ 1,000.00	

Pay One Thousand, Dollars and no/Cents

TO  
THE  
ORDER  
OF

TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK, FL 33403

*[Signature]*

⑈000112278⑈ ⑆067016367⑆ 200000917⑈

# Earl Stewart Toyota - Landscape Plan and Irrigation

## Phase I & II Opinion of Cost

Landscape						
TREES	Code	Quantity	Unit Cost	Unit Cost Per Specie	Botanical/Common	Remarks
	CE	35	\$350.00	\$12,250.00	Conocarpus erectus / Green Buttonwood *	12' ht. x 5' spr., single straight trunk, full head, 3" cal. measured 4.5' above grade, Florida #1, container
	CS	15	\$550.00	\$8,250.00	Conocarpus erectus sericeus / Silver Button Wood *	12' ht. x 5' spr., single straight trunk, full head, 3" cal. measured 4.5' above grade, Florida #1, container
	PE2	3	\$540.00	\$1,620.00	Psychosperma elegans / Alexander Palm	8&8, double headed palm, min. 14' and 18" of clear wood, 7-8" cal.
	PE3	7	\$500.00	\$3,500.00	Psychosperma elegans / Alexander Palm	8&8, triple headed palm, min. 10', 12', 14" clear wood, 7-8" cal.
	RE	2	\$1,400.00	\$2,800.00	Roystonea elata / Florida Royal Palm *	14' gray wood, 5' spr., single straight trunk, matched, Florida #1, 8&8
	SP	38	\$180.00	\$6,840.00	Sabal palmetto / Cabbage Palmetto *	Varying heights in groups 12-16' c.w., hurricane cut
	SQ	3	\$160.00	\$480.00	Syagrus romanzoffiana / Queen Palm	Field Grown, 10' Gray wood, Full dense head
	VM2	8	\$300.00	\$2,400.00	Vectchia montgomeryana / Montgomery Palm	FG, 12' 6W, 18' OA HT, Single Straight Trunk 10" CAL. Full Crown
SHRUBS	Code	Quantity	Unit Cost	Unit Cost Per Specie	Botanical/Common	Remarks
	CHR	204	\$30.00	\$6,120.00	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum *	3 gal. min., 24" ht. x 18" spr., 30" o.c., Full to base, full dense shrub
	CES	50	\$30.00	\$1,500.00	Conocarpus erectus / Silver Buttonwood *	3 gal, 30" ht. x 18" spr., full to base
SHRUB AREAS	Code	Quantity	Unit Cost	Unit Cost Per Specie	Botanical/Common	Remarks
	CAR	396	\$9.00	\$3,564.00	Carissa macrocarpa 'Emerald Blanket' / Emerald Blanket Carissa *	3 Gal., 12" ht. x 16" spr., 24" O.C., Full
	DJR	263	\$10.00	\$2,630.00	Duranta erecta 'Gold Mound' / Gold Mound Duranta *	3 gal, 16" ht. x 16" spr., 24" o.c., Full dense shrub, fully rooted pot
	GIF	34	\$8.00	\$272.00	Ficus microcarpa 'Green Island' / Green Island Ficus	3 gal. min., 16" ht., 16" spr., full, 24" o.c.
	ILE	280	\$10.00	\$2,800.00	Ilex vomitoria 'Stokes Dwarf' / Dwarf Yaspou *	3 Gal., 12" ht. x 12" spr., 18" O.C., Full dense shrub
	JAS	130	\$8.00	\$1,040.00	Jasminum multiBorum / Downey Jasmine *	3 gal., 18" ht. x 12" spr., full, dense pot
	JAS2	626	\$8.00	\$5,008.00	Jasminum volubile / Wax Jasmine *	3 GAL, 16" HT x 16" SPR, 24" O.C., Full dense shrub
	PIT	297	\$10.00	\$2,970.00	Pittosporum tobira 'Variegata' / Variegated Pittosporum *	5 gal., 18" ht. x 18" spr., full dense shrub
	TRA	52	\$8.00	\$416.00	Trachelospermum jasminoides / Star Jasmine Trellis	3 Gal., Trellis, Fully rooted pot, dense
			<b>Subtotal</b>	<b>\$64,460.00</b>		

Irrigation				
Total Affected Phase I and II Landscape Area	19,116 SF	\$0.75	\$14,337.00	Based on estimated cost to retrofit irrigation into effected areas. The cost per square footage of effected area is estimated at \$0.75 per square foot. Effected area is approximately 19,116 SF. Referenced letter provided to the Town of Lake Park on November 20, 2015, attention Nadia DiComasso, by Ivy Bridge of Urban Design Kilday Studios.
		<b>Subtotal</b>	<b>\$14,337.00</b>	
		<b>TOTAL</b>	<b>\$78,797.00</b>	

Note: All plant unit costs based on PlantAmp.com (an online, automatically updated nursery availability and pricing resource) research conducted on 02/22/17.



*Joseph Donato*  
2/24/17

**ENGINEER'S OPINION OF POTENTIAL COST  
EARL STEWART TOYOTA: PUBLIC INFRASTRUCTURE  
2/23/2017**

**GENERAL CONDITIONS**

ITEM	DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	1	LS	4,500.00	\$4,500.00
2	SURVEY STAKING & AS-BUILTS	1	LS	3,000.00	\$3,000.00
3	MOT	1	LS	3,000.00	\$3,000.00
				<b>TOTAL</b>	<b>\$10,500.00</b>

**PAVING**

ITEM	DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
4	12" THICK COMPACTED SUBGRADE	150	SY	3.00	\$450.00
5	8" BASEROCK	150	SY	11.00	\$1,650.00
6	1.5" A.C.S.C.	150	SY	12.00	\$1,800.00
7	TYPE "D" CURB	100	LF	20.00	\$2,000.00
8	TYPE "F" CURB & GUTTER	68	LF	30.00	\$2,040.00
9	VALLEY GUTTER	110	LF	28.00	\$3,080.00
10	4" SIDEWALK	60	SY	35.00	\$2,100.00
11	CURB RAMPS	4	EA	500.00	\$2,000.00
12	MILL & RESURFACING (FOR SEWER TIE-IN) (JASMINE DR)	210	SY	30.00	\$6,300.00
13	FULL DEPTH PAVEMENT RESTORATION AT SEWER TIE-IN	25	SY	70.00	\$1,750.00
				<b>TOTAL</b>	<b>\$23,170.00</b>

**WATER SERVICE**

ITEM	DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
14	8" DIP WATERMAIN	488	LF	30.00	\$14,640.00
15	6" DIP WATERMAIN REPLACEMENT (JASMINE DR)	120	LF	28.00	\$3,360.00
16	FIRE HYDRANT	1	EA	3,500.00	\$3,500.00
17	GATE VALVES	7	EA	2,500.00	\$17,500.00
18	TAPPING SLEEVE	2	EA	5,000.00	\$10,000.00
				<b>TOTAL</b>	<b>\$49,000.00</b>

TOTAL = \$82,870.00  
SURETY TOTAL (110%) = \$90,937.00



**McLEOD • McCARTHY  
& Associates, P.A.**

1655 Palm Beach Lakes Blvd. Suite 712  
West Palm Beach, FL 33401  
P: 561.689.9500 | F: 561.689.8080  
FL CA 30535



Todd N. McLeod, P.E.  
FL License No. 69188

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: JULY 20, 2016

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68126638

ISSUING BANK  
BANK OF AMERICA, N.A.  
ONE FLEET WAY  
PA6-580-02-30  
SCRANTON, PA 18507-1999

BENEFICIARY  
TOWN OF LAKE PARK (TOWN)  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403  
ATTN: TOWN MANAGER

APPLICANT  
STEWART AGENCY, INC  
1215 US HIGHWAY ONE  
LAKE PARK, FL 33403

AMOUNT  
NOT EXCEEDING USD 144,418.20  
NOT EXCEEDING ONE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED EIGHTEEN AND  
20/100'S US DOLLARS

EXPIRATION  
JUNE 1, 2017 AT OUR COUNTERS

BANK OF AMERICA, N.A. HEREBY ESTABLISHES ITS IRREVOCABLE LETTER OF CREDIT NO. 68126638 IN FAVOR OF THE TOWN FOR THE ACCOUNT OF STEWART AGENCY, INC. WHICH CREDIT MAY BE DRAWN BY THE BENEFICIARY AT SIGHT AND ON PRESENTATION TO BANK OF AMERICA, N.A. AUTHORIZING THE BENEFICIARY TO DRAWN ON BANK OF AMERICA, N.A. UP TO AN AGGREGATE AMOUNT OF ONE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED EIGHTEEN AND 20/100 UNITED STATES DOLLARS (\$ 144,418.20).

DEMANDS ON THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A CERTIFIED STATEMENT FROM THE TOWN MANAGER OF THE TOWN CERTIFYING THAT:

- (1) THE WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH PLANS, SPECIFICATIONS AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF); OR
- (2) SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED OR REPLACED WITH AN ACCEPTABLE CREDIT DOCUMENT TO COVER WORK THAT HAS NOT BEEN COMPLETED; OR
- (3) AN IRREVOCABLE LETTER OF CREDIT FOR THE ONE YEAR WARRANTY PERIOD FOLLOWING COMPLETION HAS NOT BEEN RECEIVED TO COVER DEFECTS IN MATERIALS OR WORKMANSHIP FOR THE FOLLOWING PROJECT IMPROVEMENTS:

WE ARE INFORMED BY THE APPLICANT THAT THIS LETTER OF CREDIT IS ASSOCIATED TO THE PUBLIC INFRASTRUCTURE, CURBING AND SITE IMPROVEMENTS RELATED TO THE ABANDONMENT OF THE JASMINE RIGHT-OF-WAY, WATER, SEWER AND DRAINAGE IMPROVEMENTS, PERIMETER LANDSCAPE BUFFERS

ORIGINAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68126538

AND IRRIGATION FOR PHASE 1 OF THE EARL STEWART TOYOTA PLANNED UNIT DEVELOPMENT.

THE DEMAND ON THE LETTER OF CREDIT MUST INCLUDE THE CLAUSE "DRAWN UPON LETTER OF CREDIT NO. 68126638, DATED JULY 20, 2016, BY BANK OF AMERICA, N.A."

THIS IRREVOCABLE LETTER OF CREDIT SHALL INITIALLY EXPIRE ON THE DATE NOTED ABOVE. HOWEVER, THIS IRREVOCABLE LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR ADDITIONAL PERIODS OF ONE YEAR FROM EACH PRESENT OR FUTURE EXPIRATION DATE UNLESS: BANK OF AMERICA, N.A. NOTIFIES THE TOWN, IN WRITING, NOT LESS THAN 60 DAYS BEFORE SUCH EXPIRATION DATE, THAT BANK OF AMERICA, N.A. ELECTS NOT TO EXTEND THIS LETTER OF CREDIT. IN NO EVENT SHALL THIS LETTER OF CREDIT OR THE OBLIGATIONS CONTAINED HEREIN EXPIRE EXCEPT UPON SAID PRIOR WRITTEN NOTICE, IT BEING EXPRESSLY AGREED BY THE UNDERSIGNED THAT THE ABOVE EXPIRATION DATE SHALL BE EXTENDED AS SHALL BE REQUIRED TO COMPLY WITH THIS 60 DAY NOTICE PROVISION. BANK OF AMERICA, N.A. NOTICE OF SUCH ELECTION SHALL BE SENT BY REGISTERED MAIL OR OVERNIGHT COURIER TO THE ABOVE ADDRESS, ATTENTION: TOWN MANAGER, TOWN OF LAKE PARK, WITH COPY OF NOTICE TO THE COMMUNITY DEVELOPMENT DIRECTOR AT: 535 PARK AVENUE, LAKE PARK, FL 33403.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS LETTER OF CREDIT MAY ONLY BE CANCELLED UPON BANK OF AMERICA, N.A. RECEIPT OF WRITTEN NOTIFICATION BY THE TOWN MANAGER OF THE TOWN THAT:

(A) THAT THE PROJECT HAS BEEN COMPLETED AND THAT THE TOWN HAS RECEIVED AND ACCEPTED AN IRREVOCABLE LETTER OF CREDIT FROM STEWART AGENCY, INC. FOR THE ONE-YEAR WARRANTY PERIOD FOLLOWING COMPLETION OF THE "PROJECT"; OR

(B) THAT THE ONE-YEAR WARRANTY PERIOD HAS EXPIRED; OR

(C) THAT A NEW LETTER OF CREDIT HAS BEEN RECEIVED THAT REPLACES THIS LETTER OF CREDIT

BANK OF AMERICA, N.A. HEREBY AGREES WITH YOU ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO BANK OF AMERICA, N.A. ONE FLEET WAY, PA6-580-02-30, SCRANTON, PA 18507-1999, ATTN: GLOBAL TRADE OPERATIONS, STANDBY UNIT IN ACCORDANCE WITH THE TERMS HEREOF. IF THIS DRAFT IS NOT HONORED UPON PRESENTATION, BANK OF AMERICA, N.A. AGREES TO PAY ALL COSTS INCURRED BY THE TOWN IN ENFORCING THIS IRREVOCABLE LETTER OF CREDIT, INCLUDING REASONABLE ATTORNEYS' FEES.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERSTANDING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENTS OR AGREEMENTS REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS

ORIGINAL



BANK OF AMERICA - CONFIDENTIAL

PAGE: 3

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68126638

REFERRED TO OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCES SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENTS, INSTRUMENTS OR AGREEMENTS.

THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600, AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND UCC ART. 5 OF THE STATE OF FLORIDA SHOULD ARISE, FLORIDA LAW SHALL PREVAIL

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 OPT 1 .

-----  
AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 3 PAGE(S).

ORIGINAL

UPS CampusShip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**  
**Customers with a Daily Pickup**  
 Your driver will pickup your shipment(s) as usual.

**Customers without a Daily Pickup**

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

UPS Access Point™  
THE UPS STORE  
815 S MAIN ST  
OLD FORGE ,PA 18518

UPS Access Point™  
THE UPS STORE  
201 S BLAKELY ST  
DUNMORE ,PA 18512

UPS Access Point™  
THE UPS STORE  
1330 MAIN ST  
DICKSON CITY ,PA 18519


FOLD HERE

JOHN DAVIS  
BANK OF AMERICA GLOBAL TRADE O  
3 HEBET WAY  
SCRANTON PA 18507

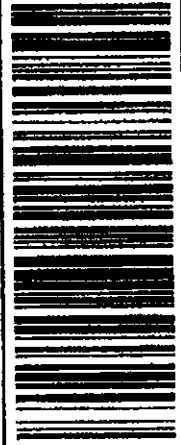
0.0 LBS LTR 1 OF 1

SHIP TO:  
ATTN: TOWN MANAGER  
TOWN OF LAKE PARK (TOWN)  
535 PARK AVENUE  
LAKE PARK FL 33403-2603

FL 334 0-05




UPS NEXT DAY AIR SAVER 1P  
TRACKING #: 1Z RX6 243 13 9340 3459



BILLING: P/P

Reference #: 2: 68126638



CS 18.5 34 WMT000075 04 04/2016

**Waivers Approved**

1. The applicant has provided a copy of the proposed site plan to the adjacent property owners and they have approved the plan.

2. The applicant has provided a copy of the proposed site plan to the adjacent property owners and they have approved the plan.

3. The applicant has provided a copy of the proposed site plan to the adjacent property owners and they have approved the plan.

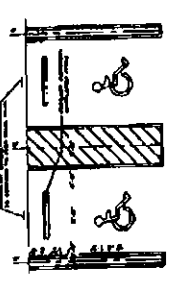
**Notes**

1. The applicant has provided a copy of the proposed site plan to the adjacent property owners and they have approved the plan.

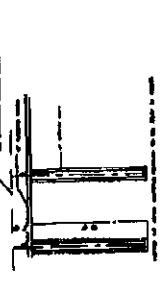
2. The applicant has provided a copy of the proposed site plan to the adjacent property owners and they have approved the plan.

3. The applicant has provided a copy of the proposed site plan to the adjacent property owners and they have approved the plan.

**Handicapped Parking Detail**



**Parking Detail for Display Area**



**Development Team**

**Urban Design / Heavy Residential**  
 471 E. Broadway Ave. Ste 225  
 Lakewood, CO 80401  
 303.441.1100  
 urban@urbanstudio.com

**Architecture / Landscape Architecture**  
 425 W. Independence Street, Ste. 200  
 Denver, CO 80202  
 303.733.4242

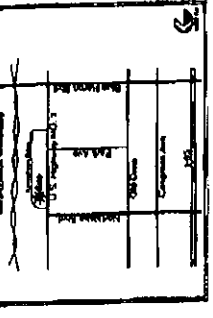
**Civil Engineering**  
 1435 Park South Lakes Blvd., Ste. 112  
 West Platte, CO 80558  
 303.944.9800

**Contractors, Signs & Permits**  
 1907 Aurora Ave., Ste. 100  
 Aurora, CO 80012  
 303.733.4242

**Site Data**

**Site Name:** Proposed Heavy Residential Development  
**Address:** 1435 Park South Lakes Blvd., Ste. 112  
**City:** West Platte, CO  
**County:** Adams  
**State:** CO  
**Zip:** 80558  
**Parcel ID:** 1435-1435-112  
**Area:** 1.25 Acres  
**Use:** Heavy Residential  
**Height:** 45' (per zoning)  
**Setbacks:** Front 10', Side 5', Rear 5'  
**Adjacent Properties:** 1435 Park South Lakes Blvd., Ste. 112 (North), 1435 Park South Lakes Blvd., Ste. 112 (South), 1435 Park South Lakes Blvd., Ste. 112 (East), 1435 Park South Lakes Blvd., Ste. 112 (West)

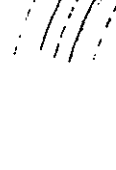
**Location Map**



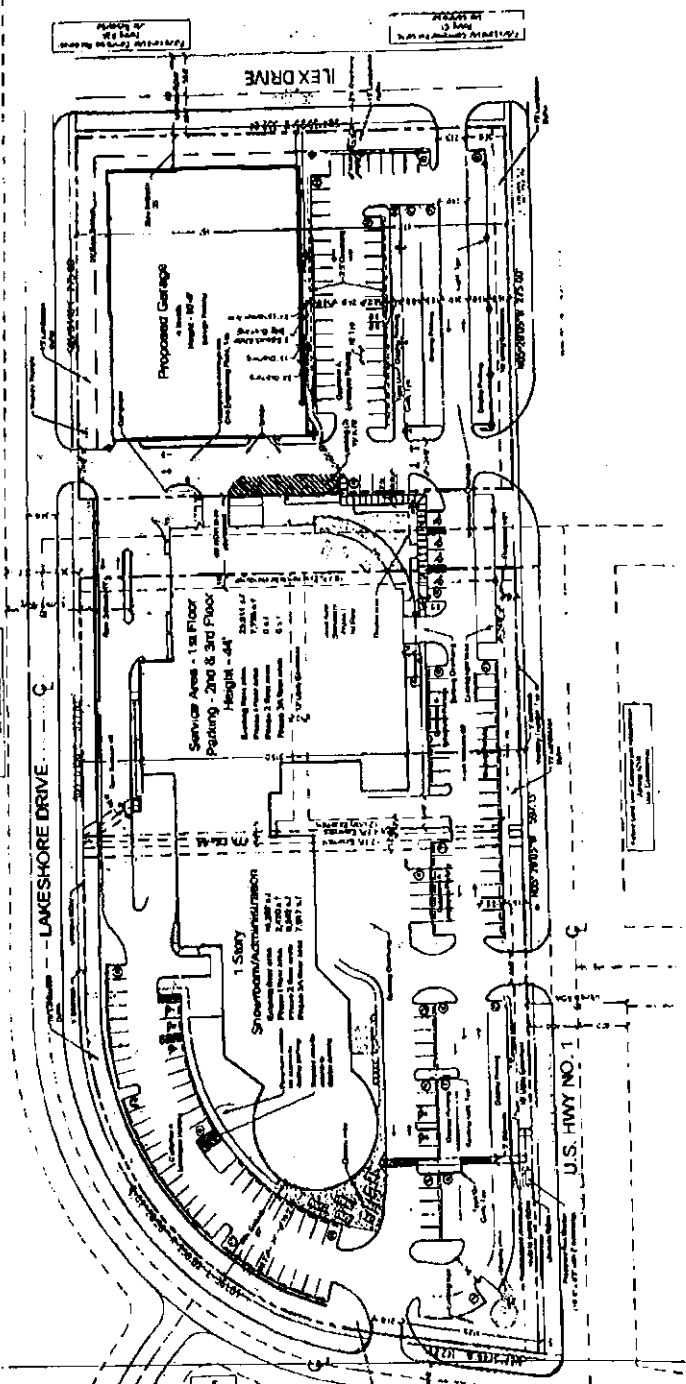
**Urban design kildday STUDIOS**  
 Urban Design & Heavy Residential  
 471 E. Broadway Ave. Ste 225  
 Lakewood, CO 80401  
 303.441.1100  
 urban@urbanstudio.com

**Earl Stewart Toyota**

Lake Park, FL  
 Site Plan



1435 Park South Lakes Blvd., Ste. 112  
 West Platte, CO 80558  
 303.944.9800



U.S. HWY NO. 1



## Town of Lake Park Community Development Department

Certified Mail – You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.

April 7, 2017

**Re: Earl Stewart Toyota/Commercial Investments LLC – Planned Unit  
Development Site Plan Amendment to the Conditions of Approval**

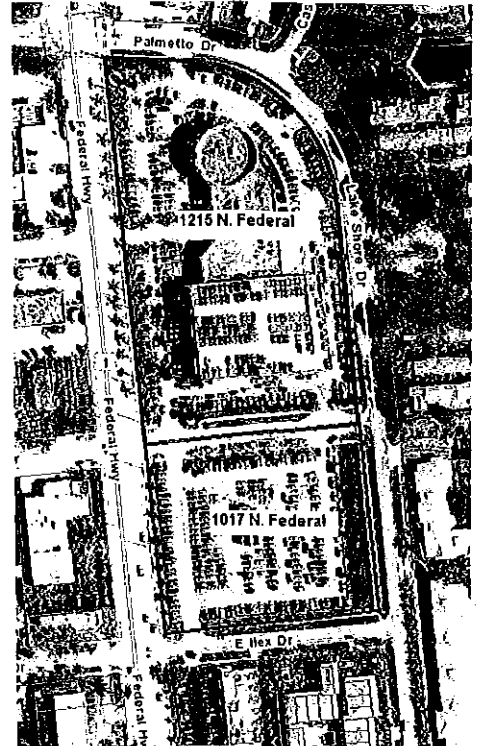
Dear Property Owner:

Please be advised that Urban Design Kilday Studios (“Applicant”) on behalf of Earl Stewart Toyota and Commercial Investments LLC (“Owner”) has submitted an application to revise the conditions of approval associated with Resolution 49-12-15 which constitutes the development order for the property located at 1215 N. Federal Highway (36-43-42-21-31-001-0010) and 1017 N. Federal Highway (36-43-42-2-31-001-0020).

Please take notice that on **Wednesday, April 19, 2017 at 6:30 PM**, or as soon thereafter as can be heard, the Town Commission will hold a Public Hearing at the Town Hall located at 535 Park Avenue, Lake Park, Florida, regarding:

A REVISED Resolution of the Earl Stewart Toyota Planned Unit Development, located at 1215/1017 N. Federal Highway, Lake Park, Florida, which proposes the following:

- ➔ Modify the conditions of approval to extend the development order construction timeframes and letter of credit requirements
- ➔ Modify the conditions of approval related to the use of vehicle transport trucks



If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3318.

Sincerely,

Nadia Di Tommaso, *Community Development Director*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3319 Fax: 561-881-3323  
Web Site: [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) Email: [NDiTommaso@lakeparkflorida.gov](mailto:NDiTommaso@lakeparkflorida.gov)

**NOTICE OF PUBLIC HEARING**  
**Town of Lake Park**

Please take notice and be advised that the Town Commission will hold a quasi-judicial public hearing on **Wednesday, April 19, 2017, at 6:30 p.m., or as soon thereafter as can be heard**, in the Town of Lake Park Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, to consider an application submitted by Urban Design Kilday Studios ("Applicant") on behalf of Earl Stewart LLC and Commercial Investments LLC ("Owner") to revise the conditions of approval associated with Resolution 49-12-15 which constitutes the development order for the property located at 1215 N. Federal Highway (36-43-42-21-31-001-0010) and 1017 N. Federal Highway (36-43-42-2-31-001-0020) so as to modify the conditions of approval to extend the development order construction timeframes and letter of credit requirements and modify the conditions of approval related to the use of vehicle transport trucks. Records related to this item may be inspected at the Community Development Department located at Town Hall.

If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

**Town Clerk:** Vivian Mendez

**PUB:** The Palm Beach Post – Sunday, April 9, 2017

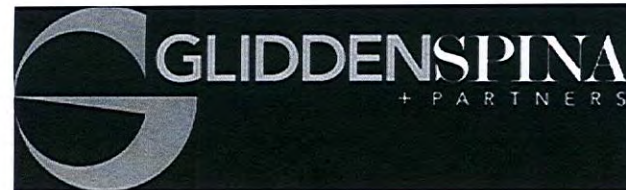
Exhibit "C"

# EARL STEWART TOYOTA OF LAKE PARK

Lake Park Town Commission

April 19, 2017

Earl Stewart Toyota 



urban  
design  
kilday  
STUDIOS

# Request

## Amending Resolution 49-12-15

- ▣ Applicant request: Amending Condition 20 to allow additional time for construction due to delays beyond the applicants control
  
- ▣ Staff Request: Amending Conditions 18 and 28 and Creating Conditions 31 and 32 to strengthen the language regarding carrier truck deliveries, signage and to update the Letter of Credit

Earl Stewart Toyota 



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STUDIOS

# Condition 20

## Construction Phasing

### ▣ Phase 1: (18 Months)

- ▣ Initiation of Development
- ▣ Building Shell
- ▣ 3<sup>rd</sup> Floor Administration
- ▣ Partial Interiors
- ▣ Site and Landscape work

Requirements for Initiation of Development:

- Plat Approval
- Permits from Outside Agencies
- Easements Granted and Released

### ▣ Phase 2: (8 months)

- ▣ Interiors

### ▣ Phase 3: (18 months)

- ▣ Garage

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STUDIOS



# Proposed Condition 20

- ▣ Phase 1
  - ▣ **Commencement of Development:** (by Code, interior demolition; land clearing/removal are not considered initiation of development) May 2017
  - ▣ **Completion:** Building shell, 3<sup>rd</sup> floor administration, office interiors, used car sales office interiors, service department interiors, site work, landscaping and parking lot improvements – 18 months (by November 2018) from commencement of Phase 1
- ▣ Phase 2
  - ▣ **Commencement of Development:** November 2018
  - ▣ **Completion:** 8 months (by July 2019) following commencement of Phase 2 (Interior demolition of existing showroom and administrative offices, construction of new showroom and sales offices)
- ▣ Phase 3
  - ▣ **Commencement of Development:** 18 months (by January 2021) from completion of Phase 2
  - ▣ **Completion:** (Garage and site improvements) 18 months from start of construction of Phase 3, but no later than August 2021.

Earl Stewart Toyota 



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STUDIOS

# Status of Construction

- ▣ Permits and Easements
  - 3 FDOT Permits – Received
  - Health Department Permit – Received
  - Seacoast Utility Authority Permit – Received
  - SFWMD Permit – Received
  - FPL Permits from FDOT and Lake Park - Received
  - FPL and AT&T Easements – Received and Platted
- ▣ Post Approval/Construction Activities:
  - Remove Mobile Home from Used Car Lot – Completed
  - Pay Town \$320,000 for ROW - Completed
  - Eliminate Outdoor Speakers - Completed
  - Record Plat - Completed
  - Notice of Commencement – Recorded 2/9/16
  - Demolition and construction of Phase 1A – Completed
  - Post Letter of Credit - Completed
  - Order Custom Designed Pre-Fabricated Materials – Constructed and Delivered to Site
  - Pre-cast Building Panels and Underground Structures – Constructed and Ready for Delivery
  - ▣ ***To date: \$2,000,000 expended on materials and structures***
  - ▣ ***Town Building Permit Pending Approval of New Phasing Plan***
- ▣ ***Applicant Requests approval of the Amended Condition***

Earl Stewart Toyota 



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design  
kilday  
STUDIOS

# Condition 18

## Signage

- ▣ The Owner shall install signs around the Site, specifically at the Palmetto Drive/Federal Highway, East Ilex Drive/Federal Highway intersections, and interior to the property with proximity to the Lakeshore Drive driveway entrance and East Ilex Drive driveway entrance, indicating that “Transport truck traffic is prohibited along Lakeshore Drive and East Ilex Drive”.
- Applicant Agrees to Install Additional Signs



Earl Stewart Toyota 

urban  
design  
kilday  
STUDIOS

# Condition 28

## Vehicle Transport Trucks

- Vehicle transport trucks, or any other trucks transporting new or used vehicles, to or from the Earl Stewart Toyota dealership or its off-site storage lot are prohibited from entering or leaving the Site via Lake Shore Drive or E. Ilex Drive. In addition, vehicle transport trucks or any other trucks used to transport new or used vehicles to or from the Earl Stewart Toyota dealership or its off-site storage lot shall not stop, idle or park on the paved street or the swale areas of East Ilex Drive or Lake Shore Drive. The applicant shall install signage on private property, closest to the property line and clearly visible from the street, which advises the drivers of vehicle transport trucks or any other trucks used to transport new or used vehicles to or from the Earl Stewart dealership or its off-site storage lot from stopping, idling, parking, entering, or exiting the Site via Lake Shore Drive or E. Ilex Drive. Any violation of this condition shall be an irreparable or irretrievable violation pursuant to Sec. 162.09(2)(a), Fla. Stat.
  - Applicant has taken the following steps to comply with this condition;
    - Secured an off-site facility for the delivery and pick up of all vehicles
    - Installed signage
    - Instituted Contract Language in all Southeast Transportation Systems Bills of Lading:  
*“Deliveries 7:30am – 4:00pm, M-F, Sat or Sun no del., Contact Joseph on his cell phone #561-632-3204. Do not pull on the dealership property prior to 7:30am. It is imperative that we do not use East Ilex or Lake Shore.”*
  - Applicant Agrees to this condition

Earl Stewart Toyota 



urban  
design  
kilday  
STUDIOS

# Condition 31

## Updated Letter of Credit

- ▣ Prior to June 1, 2017 expiration of the Letter of Credit, the Applicant shall provide an updated Letter of Credit in a form acceptable to the Town Attorney in the updated amount of \$177,613.70 to guarantee the construction of the public infrastructure, curbing and site improvements related to the abandonment of the Jasmine right-of-way, water, sewer and drainage improvements, perimeter landscape buffers and irrigation for Phase 1 of the Earl Stewart Toyota Planned Unit Development, as detailed on the updated signed and sealed estimates provided by the Applicant's consultants on 02/23/2017 and 02/24/2017.
  - **Due to delays in construction, material costs have increased. Applicant Agrees to Update the Letter of Credit**

Earl Stewart Toyota 



urban  
design  
kilday  
STUDIOS

# Condition 32

## Transport Truck Communication

- ▣ Earl Stewart Toyota shall provide the transport company or drivers of any trucks transporting vehicles to the Earl Stewart Toyota dealership or its off-site storage lot with the phone number of an Earl Stewart Toyota employee with instructions to call the employee prior to reaching Federal Highway. The intent of this condition is to ensure that an Earl Stewart Toyota employee is outside of the dealership to provide assistance, so as to ensure that the drivers of transport trucks or other transport vehicles are utilizing the appropriate route to enter and exit the Earl Stewart Toyota dealership.
  - **The applicant agrees to this condition.**

Earl Stewart Toyota 



urban  
design  
kilday  
STUDIOS

# Comments?

# Thank You

Earl Stewart Toyota 



urban  
design  
kilday  
STUDIOS

# EARL STEWART TOYOTA OF LAKE PARK

Lake Park Town Commission

April 19, 2017

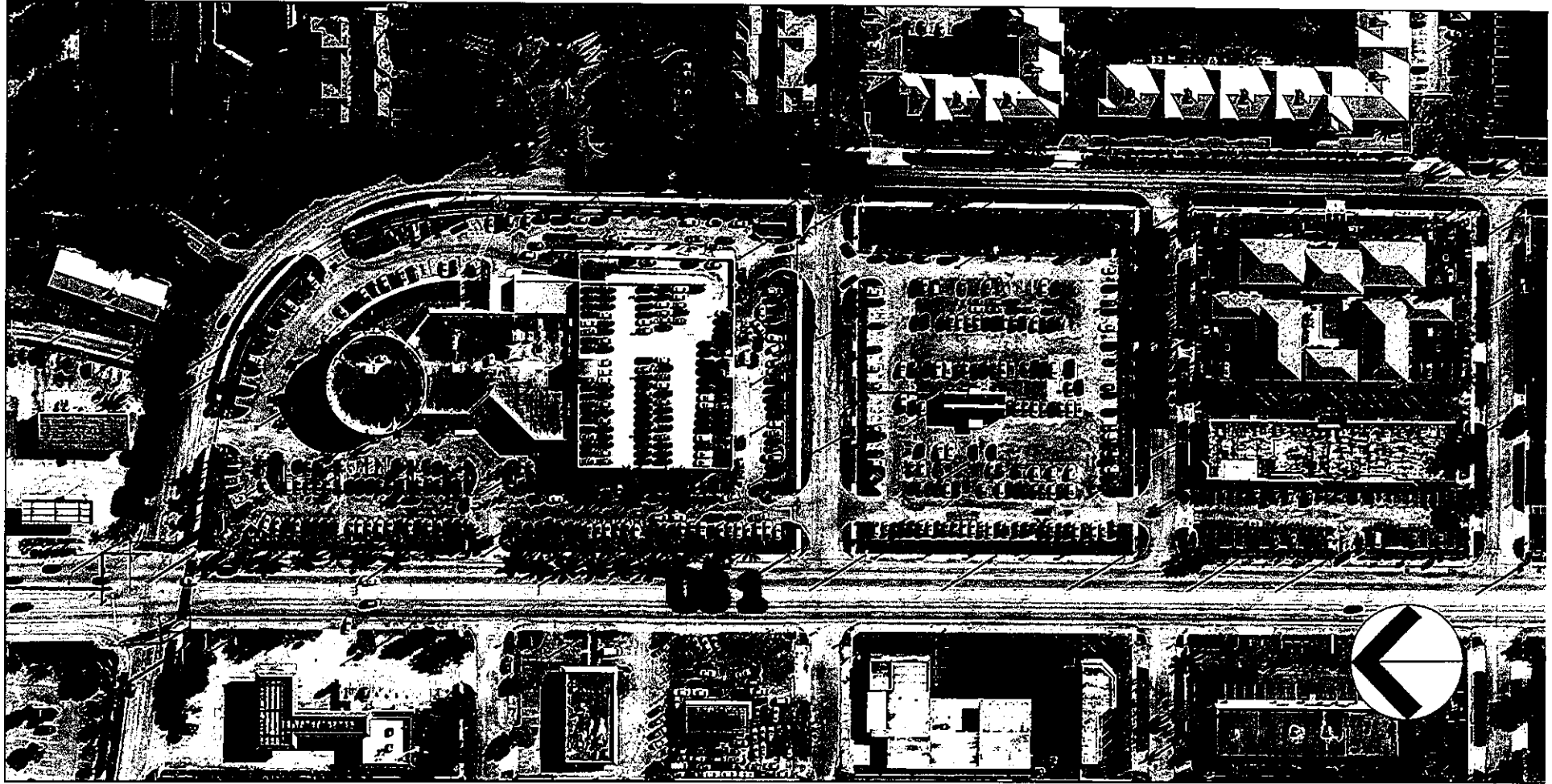
Earl Stewart Toyota 



urban  
design  
kilday  
STUDIOS



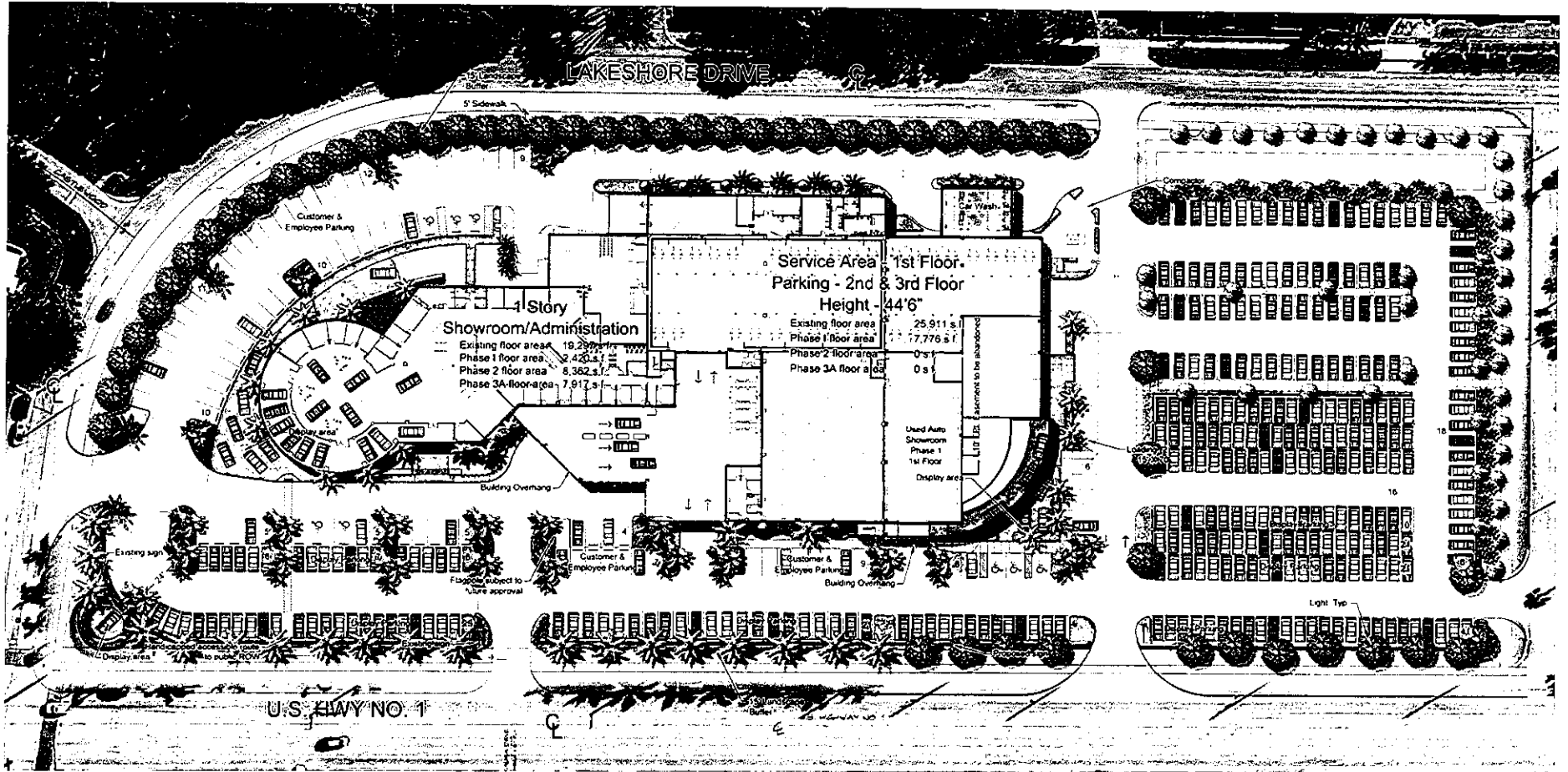
# Existing Site



Earl Stewart Toyota 



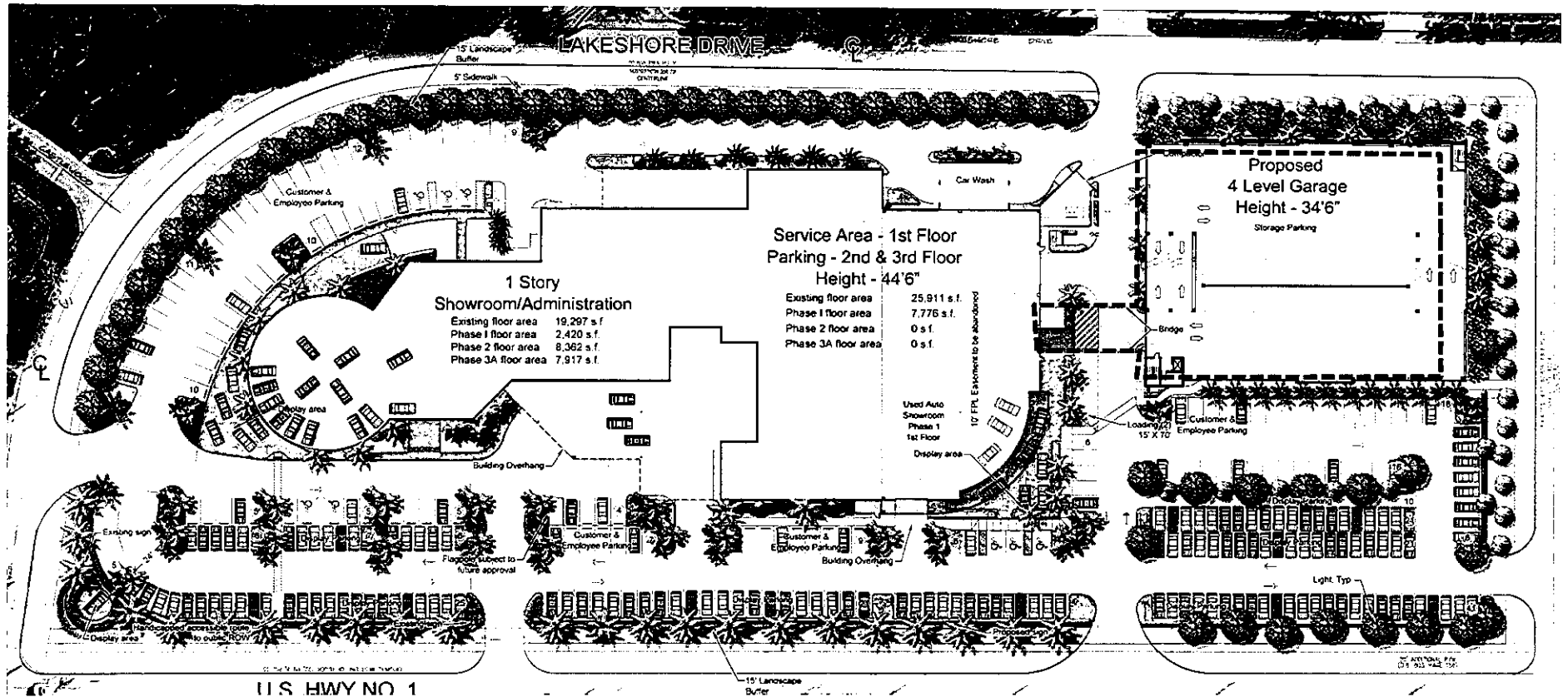
# Approved Site Plan



Earl Stewart Toyota 



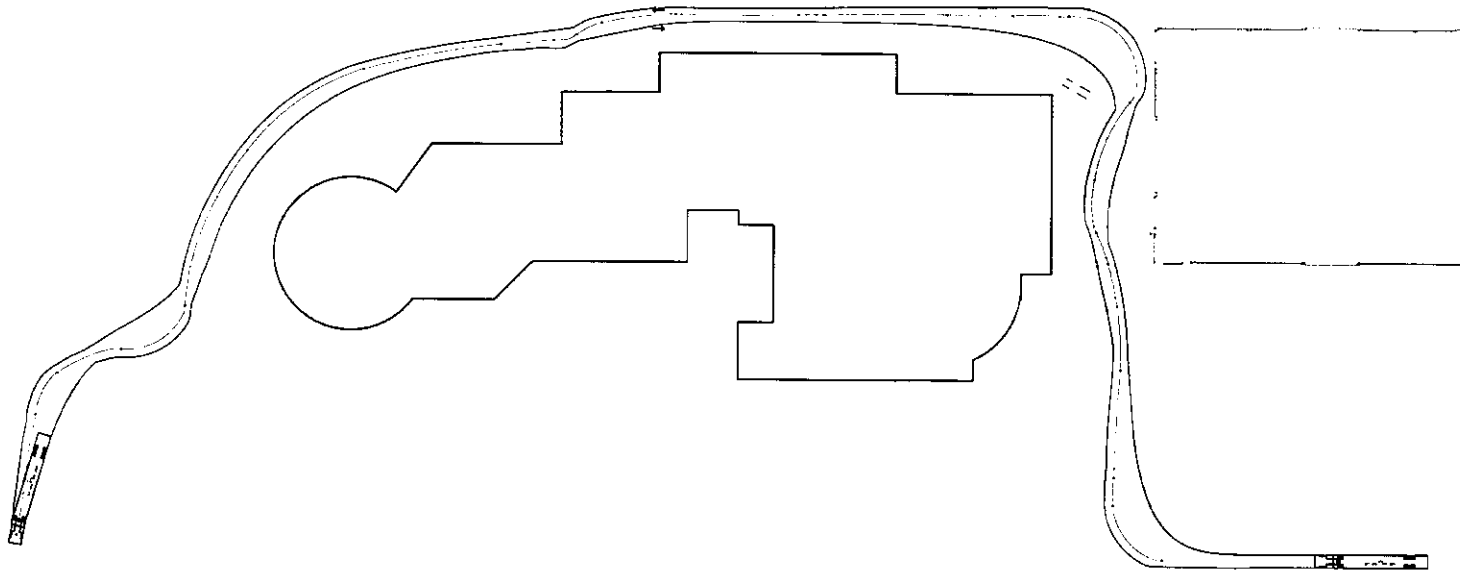
# Approved Development – Phase III



Earl Stewart Toyota 



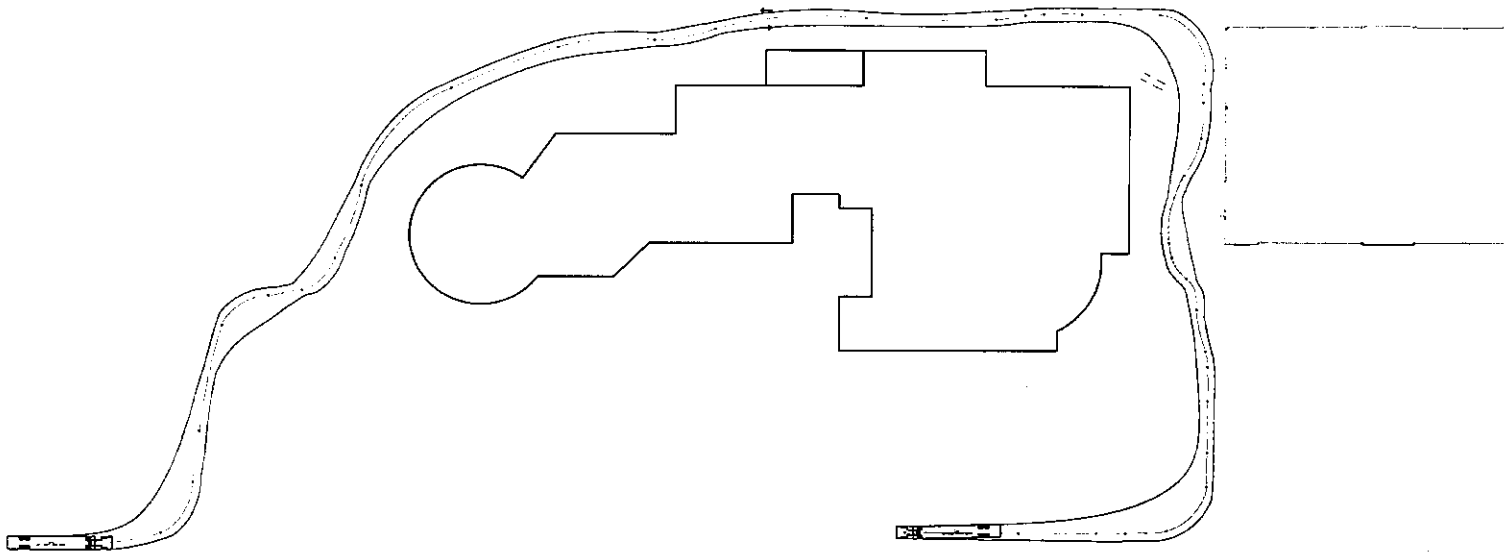
## South Bound Trucks



**Deliveries:  
During  
Normal  
Business  
Hours**

**Access: No  
Access on  
E. Ilex or  
Lakeshore**

## North Bound Trucks



# Applicants Commitment to Prevent Transport Truck Traffic on Side Streets



Earl Stewart Toyota 



an  
design  
kilday  
STUDIOS



Exhibit "D"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 19, 2017

Agenda Item No. Table

Agenda Title: Request for Approval of Grant Making Policy for the Town of Lake Park

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 4-5-17

Name/Title: Human Resources Director

Table with 3 columns: Originating Department (Human Resources), Costs (\$ -0-), Attachment (Copy of Proposed Town of Lake Park Grant Application Instructions...), Advertised (Not Required), and notification details.

**Summary Explanation/Background:**

At its February 15, 2017 Commission meeting, staff presented to the Town Commission a revised Town of Lake Park Grant Making Policy containing a set of rating criteria for consideration of each grant application. At this meeting, the Commission directed staff to further revise this grant making policy by establishing a two-tiered process for smaller grants under (e.g., less than \$500.00) and with a lesser degree of documentation that is required for larger grant application submittals.

The attached revised Town of Lake Park Grant Making Policy establishes a Small Grant Program for grants of less than \$500.00 the applications for which can be approved by the Town Manager with a lesser degree of required documentation. The Large Grant Program has been established for grants between \$500.01 and \$25,000 the applications for which must be approved by the Town Commission.

Attached is the revised Town of Lake Park Grant Making Policy containing such revisions in redline format for ease of reference.

**Recommended Motion:** I move to approve the attached Town of Lake Park Grant Application Instructions and the Town of Lake Park Application for Grant Assistance.

**TOWN OF LAKE PARK  
GRANT APPLICATION INSTRUCTIONS**

**I. GRANT PROCESS**

The following process has been established by the Commission of the Town of Lake Park to assist groups seeking financial support in the form of a matching grant from the Town of Lake Park. For each Fiscal Year (commencing October 1<sup>st</sup> and ending September 30<sup>th</sup>, grants are available from the Town of Lake Park (Town). The maximum grant is 50 percent of the total monetary cost of a proposed project up to the maximum amount budgeted for this purpose.] The maximum amount budgeted available shall be subject to the Commission's annual appropriation as part of its fiscal year budget. No grant funding shall be recommended to the Commission for award either on a grant or reimbursement basis unless the Finance Director has certified to the Commission that such funding has been budgeted for and appropriated during the regular fiscal year budget process.

The grant amounts will be available on the following basis:

- Small Grant Program: The maximum grant amount that shall be available through this program shall be \$500.00.
- Large Grant Program: The maximum grant amount that shall be available through this program shall be may be \$500.01 to a maximum of \$25,000. The minimum grant amount is \$1,000.00

All grants are dependent upon the availability of the Commission's appropriation of funding. Projects awarded a grant must complete the project within the fiscal year for which the application has been submitted and funds have been budgeted.

**II. APPLICATION DEADLINES**

Commencing November 1<sup>st</sup> and ending March 1<sup>st</sup> of each fiscal year. Applications must be submitted to the Town at least two (2) months in advance of the proposed start date of a project for which a grant is being sought to allow for adequate processing time and review/approval by the Commission of the Town of Lake Park.

As part of its application, applicant shall demonstrate the ability to complete the proposed project within 12 months of the date of the approval of the grant.

**III. ELIGIBILITY**

Eligible applicants must be (1) legally established 501(c)(3) nonprofit tax exempt organization, or (2) for-profit business enterprises which are located within the municipal boundaries of the Town of Lake Park, and (3) whose projects will, in the opinion of the Town Manager (for the Small Grant Program) and the Town Commission (for the Large Grant Program), directly benefit citizens of the Town of Lake Park. Grants will not be made to individuals or to organizations or businesses that have not been in existence for three (3) years prior to the date of application.

Grant applications for funding through the Small Grant Program must be approved by the Town Manager following written confirmation by the Town's Finance Director of the availability of funds Commission prior to funding approval and after notice of intent to award has been provided by the Town Manager to the Commission. The total amount needed is to be used in determining the grant award. There shall be no artificial division of needed grant funding in order to qualify for the Small Grant Program.



Grant applications for funding through the Large Grant Program must be approved by the Town Commission prior to funding.

Grants may be used for events which help promote community wellbeing (e.g., community health fairs); events which celebrate cultural heritage thereby helping to promote the cultural diversity of the Town; projects which help to bring about a change for the better for depressed areas of the Town; projects which promote economic development through job creation; and, projects which help promote educational opportunities for community youth and involve the citizens of the Town or meet matching requirements for other programs to the extent that such proposed projects or events are consistent with items (1), (2) and (3) in the above paragraph. **Grants from the Town cannot be used to meet the applicant's matching requirement under the Lake Park Community Improvement Beautification Fund or the Community Redevelopment Agency program funding or to pay the Town's rental fees or deposits or in support of non-Town sponsored events.**

Eligible projects must comply with the Town's Comprehensive Plan (with regard to economic development projects) as well as all applicable land development codes, including the Florida Fire Prevention Code with Palm Beach County Amendments if applicable. Such compliance must be evidenced by a review by the Town's Department of Community Development and the Palm Beach County Fire Inspector, and the compliance noted on the application form by the Town staff.

**Grants will not be made to fund political causes or candidates, or religious organizations.**

#### **IV. TECHNICAL ASSISTANCE**

Technical assistance is available from the Town staff to assist in the submission of an application by calling the office of the Town Manager at 561-881-3304.

TOWN OF LAKE PARK

APPLICATION FOR GRANT ASSISTANCE

(Please type or print clearly)

I. **APPLICANT**

- A. Legal Name of Applicant: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- C. Telephone No. \_\_\_\_\_ FAX No.: \_\_\_\_\_
- D. E-mail Address: \_\_\_\_\_
- E. Date the Organization Was Legally Established: \_\_\_\_\_ State: \_\_\_\_\_
- F. Legal Form of Organization (Please Check One Box): \_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ C or S Corporation \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Partnership or Limited  
Partnership, \_\_\_\_\_ Nonprofit 501(c)(3) Tax Exempt
- G. Name of Principal Officer/Business Owner: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_
- H. Contact Person for This Application: \_\_\_\_\_
- I. Telephone No. (if different from above): \_\_\_\_\_
- J. Nature of Organization (please list products/services provided): \_\_\_\_\_  
\_\_\_\_\_
- K. Palm Beach County Business Tax Receipt Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_
- L. Lake Park Business Tax Receipt Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

II. **DESCRIPTION OF PROPOSED PROJECT**

- A. Project/Organization Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Project General Description (attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

*[Please note that all proposed projects must be consistent with the Town of Lake Park's Comprehensive Plan (with regard to economic development projects)] and all applicable zoning requirements, as well as all applicable building and safety codes, as set forth in the Lake Park Code of Ordinances and the Florida Fire Prevention Code with Palm Beach County Amendments. For further information regarding these requirements, please contact the Lake Park Department of Community Development at 561-881-3318.*

D. List of Project Costs (attach additional sheets if necessary):

- 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- Total Project Cost: \$ \_\_\_\_\_

**III. FUNDING SOURCES**

- Town of Lake Park \$ \_\_\_\_\_  
*The maximum amount of the grant award per applicant is 50 percent of the total monetary cost of the proposed project up to the maximum amount budgeted for in the fiscal year for this purpose. The ~~minimum~~ maximum grant amount that shall be available through the Small Grant Program is \$500.00. The maximum grant amount that shall be available through the Large Grant Program shall be \$500.01 to is \$1,000.00. Maximum grant amount is \$25,000.*
- Applicant \$ \_\_\_\_\_  
*(Enter the amount of matching funding to be provided by applicant.)*
- **All grants shall be funded on a reimbursement basis.**

**IV. HOW WILL THIS PROJECT MEET THE ELIGIBILITY CRITERIA AS SET FORTH IN PARAGRAPH III OF THE APPLICATION INSTRUCTIONS?**  
(Attach additional sheets if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**V. REQUIRED DOCUMENTATION**

The applicant shall submit the following documentation:

For all organizations –

**For the Small Grant Program:**

- A copy of current **official** Certificate of Status from the Florida Department of State (which corporations, for example, can request each year at the time that they file their annual Uniform Business Reports with the Florida Department of State) – PLEASE NOTE THAT A PRINT-OUT OF CORPORATE INFORMATION FROM THE DEPARTMENT OF STATE CORPORATIONS ONLINE PUBLIC INQUIRY WEB PAGE DOES **NOT** MEET THIS REQUIREMENT.
- A copy of **current** Certificate of Status of Fictitious Name Registration from the Florida Department of State
- ~~A copy of applicant's current financial statements (prepared within 90 days of submittal of this application)~~
- A copy of current Palm Beach County Business Tax Receipt
- A copy of current Town of Lake Park Business Tax Receipt
- ~~Copies of written estimates~~
- ~~A summary of how the applicant proposes to spend the grant.~~

**For the Large Grant Program (in addition to the documentation listed above):**

- A copy of applicant's current financial statements covering one fiscal year (prepared within 90 days of submittal of this application)
- Copies of written estimates

**For nonprofit organizations, in addition to the documentation required of all organizations for the Small and Large Grant Programs:**

- A copy of the history of the organization, its adopted mission statement and/ or goals, if any

- A complete copy of the applicant's Internal Revenue Service 501(c)(3) tax exempt certification letter
- A copy of the applicant's registration with the Florida Department of Agriculture and Consumer Services
- A list of the applicant's governing board (e.g., Board of Directors) and a brief bio on each individual

**VI. REPORT AND REIMBURSEMENT**

- ~~Following Commission approval, reimbursement will be processed upon receipt of documentation of all approved expenses paid by the grantee and the receipt by the Finance Department of a Request for Disbursement approved by the Town Manager.~~
- After the project which is the subject of this application is completed, a report shall be submitted to the Town Manager for his review and submission to the Town Commission.
- Following Town Manager or Commission approval, reimbursement will be processed upon receipt of documentation of all approved expenses paid by the grantee and the receipt by the Finance Department of a Request for Disbursement approved by the Town Manager.

**COMPLETED APPLICATION FORMS AND ALL REQUIRED DOCUMENTATION MUST BE SUBMITTED EITHER IN PERSON OR BY MAIL OR EXPRESS DELIVERY TO:**

**TOWN MANAGER  
TOWN OF LAKE PARK  
LAKE PARK TOWN HALL  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403**

**NO APPLICATIONS WILL BE ACCEPTED BY FAX OR E-MAIL.**

\*\*\*\*\*

*For Office Use Only:*

Date complete application received \_\_\_\_\_, 20\_\_\_\_

Rating Criteria	Yes	No	Rating Points
Applicant is a legally established 501c(3) organization or a for profit business enterprises located within the municipal boundaries of the Town of Lake Park	Yes	No	0
<b>If the answer to the above question is "yes", continue to the next criteria. If the answer is "no", application is disqualified.</b>	***	***	***
Applicant has submitted all required organizational documentation pursuant to Section V of the Application for Grant Assistance form	***	***	10
Proposed use of funds being requested <sup>1</sup>	***	***	50
Proposed project complies with the Town's Comprehensive Plan (with regard to economic development projects) as well as all applicable land development codes, including the Florida Fire Prevention Code with Palm Beach County Amendments <b>where applicable.</b>	***	***	20
Applicant has submitted documentation that it	***	***	20

<sup>1</sup> Grants may be used for events which help promote community wellbeing (e.g., community health fairs); events which celebrate cultural heritage thereby helping to promote the cultural diversity of the Town; projects which help to bring about a change for the better for depressed areas of the Town; projects which promote economic development through job creation; and, projects which help promote educational opportunities for community youth and involve the citizens of the Town or meet matching requirements for other programs to the extent that such proposed projects or events are consistent with items (1), (2) and (3) in the above paragraph.

has the means to provide the 50 percent matching requirement			
<b>OVERALL APPLICATION RATING</b>			





Exhibit "E"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 19, 2017

Agenda Item No. Tab 8

Agenda Title: Resolution Awarding the Additional Services Agreement to the Town's Engineering Consultant, Calvin Giordano & Associates for the Field Survey and Digital Recording of the Stormwater Drainage System

- Special Presentation/Reports, Board Appointment, Public Hearing Ordinance on Reading, New Business, Other, Consent Agenda, Old Business.

Approved by Town Manager [Signature] Date: 4-6-17

[Signature] David Hunt / Public Works Director

Table with 3 columns: Originating Department (Public Works), Costs (N.T.E. \$115,600), Attachments (Calvin Giordano's proposal), Advertised (Not Required), and notification status (Not applicable).

Summary Explanation/Background: The atlas containing the details of the Town's stormwater drainage system was last compiled in 1999. Field inspections performed by the Public Works' staff, as mandated by the National Pollutant Discharge Elimination System (NPDES) operating permit, revealed that several improvement projects have not been catalogued. When coupled with the fact of its deterioration due to age, we find that the system no longer operates as originally designed.

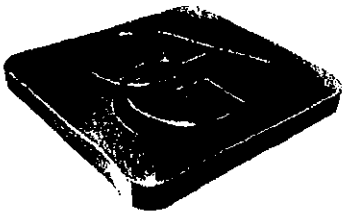
A long range plan needs to be developed so that repairs, replacements, and improvements can be made to the system in a logical and orderly manner. The first step in this process is to survey what

exists and reduce the data to a digital engineering file. Drainage deficiencies after storm events can then be documented and remedies designed to alleviate standing water conditions.

\$100,000 was approved in the Fiscal Year 2017 Stormwater Utility Budget for this system-wide survey. The Town's engineering consultant, Calvin, Giordano & Associates, Inc. has prepared a three phase proposal for this work that, due to its scope and complexity, will not be completed until Fiscal Year 2018. There is currently enough available funding in the Stormwater Utility Professional Services line item account to allow for the execution of the entire proposal in the amount not to exceed \$115,600. Invoicing for four tasks will be spread across the two budget years based upon the following anticipated schedule:

TASK NO.	PROFESSIONAL ENGINEERING SERVICES	ESTIMATED AMOUNT FOR TASKS TO BE COMPLETED IN FY 2017	ESTIMATED AMOUNT FOR TASKS TO BE COMPLETED IN FY 2018
I	Professional Civil Engineering Services	\$ 26,500	\$ 9,600
II	Professional Data Technologies and Development Services	3,000	7,000
III	Professional Surveying Services	64,500	-
IV	Meetings (not included in I thru III)	2,000	3,000
	<b>TOTALS</b>	<b>\$ 96,000</b>	<b>\$ 19,600</b>

**Recommended Motion:** I move to approve Resolution No. 31-04-17



## Additional Services Agreement

**DATE:** March 27, 2017

**RE:** Town of Lake Park Drainage System Map

**CLIENT:** Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**ATTENTION:** Mr. Dave Hunt

**CGA NO:** 15-2748.7

CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to the client's request for work outside the original scope of services, Calvin, Giordano & Associates, Inc. will provide the following additional services:

**I. Professional Engineering Services**

**A. Civil Engineering**

**1. Final Engineering Services**

- Take the collected field data from the survey and import it into Autodesk Civil 3D. The field data will be utilized to build an Autodesk Civil 3D pipe network model of the Town's existing drainage system. There will be a separate model for each pipe network.
- Meet with Town Staff to ensure the model is correct with regards to structure types and pipe connections. This model will establish a new structure and pipe naming system for the Town which will be able to be expanded upon as the Town's drainage system grows. This model will be utilized in future analysis of the Town's drainage system.
- The model will be exported to ESRI Shape files for the GIS department to use in creating a GIS Atlas of the Town's Drainage system.

Building Code Services  
Coastal Engineering  
Code Enforcement  
Construction Engineering  
and Inspection  
Construction Services  
Contract Government  
Data Technologies  
and Development  
Emergency Management  
Services  
Engineering  
Environmental Services  
Facilities Management  
Indoor Air Quality  
Landscape Architecture  
Municipal Engineering  
Planning  
Public Administration  
Redevelopment  
and Urban Design  
Surveying and Mapping  
Traffic Engineering  
Transportation Planning

**GSA Contract Holder**

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

[www.ogasolutions.com](http://www.ogasolutions.com)



- Prepare a linked spreadsheet with each structure photo to be passed to GIS along with the ESRI Shape Files.

**II. Professional Data Technologies & Development Services**

- A. CGA will develop a static utilities layer which will coincide with the data provided from the engineering department.
- B. CGA Will create data points in GIS from survey field coordinates and associate the field images to those points.
- C. CGA will provide a PDF atlas of the storm drainage system.

**III. Professional Surveying Services**

- A. Secure locations of every drainage structure in the Town of Lake Park utilizing survey grade GPS. Accuracy of said data shall be 6" +/- . Each structure's Rim or Grate elevation, type of structure, pipe inverts, directions and sizes, and a photo of its location shall be acquired. Deliverables shall be a point file, the digital photo of structure location and field notes.

<b>COST OF THESE SERVICES (Lump Sum)</b>	
<b>I Professional Engineering Services</b>	
<b>A. Professional Civil Engineering Services</b>	<b>\$36,100.00</b>
<b>II Professional Data Technologies &amp; Development Services</b>	<b>\$10,000.00</b>
<b>III Professional Surveying Services</b>	<b>\$64,500.00</b>
<b>IV Meetings not included in I thru III</b>	<b>Hourly Not To Exceed \$5,000.00</b>
<b>TOTAL (Plus Hourly Services)</b>	<b>115,600.00</b>

**AUTHORIZATION**

Kindly sign and return this authorization at your earliest convenience.

Calvin, Giordano & Associates, Inc.

Will proceed upon receipt of authorization..

By:

\_\_\_\_\_  
Mr. Dave Hunt  
Public Works Director

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
Dennis Giordano  
President

Date:

\_\_\_\_\_  
3/27/17

**RESOLUTION NO. 31-04-17**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ADDITIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH CALVIN, GIORDANO & ASSOCIATES, INC. PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lake Park (Town) requires the services of a professional engineering firm to perform the survey of the stormwater drainage system structures and subsequent digital documentation; and

**WHEREAS**, the Town had previously selected Calvin, Giordano & Associates, Inc. (CGA) as the Town's Engineering Consultant consistent with the requirements of the Consultant's Competitive Negotiation Act (CCNA) statute; and

**WHEREAS**, CGA has developed a scope of work consistent with the Town requirements for the town-wide field survey and digital recording of the stormwater drainage system data in Lake Park, Florida.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida

**Section 1:** The whereas clause are incorporated herein.

**Section 2:** The Town Commission hereby approves the Additional Services Agreement with Calvin, Giordano & Associates, Inc. to provide professional engineering and surveying services along with digital data development services as set forth in the attached Exhibit "A" which is incorporated herein.

**Section 3:** This Resolution shall take effect upon its adoption.



Exhibit "F"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 19, 2017

Agenda Item No. Tab 10

**Agenda Title: Step #1 approval for a Mural Application for the rear building walls of 700 Park Avenue (Phase #2) and 748 Park Avenue (Phase #3).**

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - ORDINANCE ON 1<sup>ST</sup> READING
  - NEW BUSINESS**
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA
  - OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 4-6-17

*Nadia Di Tommaso / Community Development Director* *ND*

Name/Title

<p><b>Originating Department:</b></p> <p style="text-align: center;"><b>Community Development</b></p>	<p>Costs: \$ Certified Mail to owners within 300 feet (mailed 04/10/17).</p> <p>Funding Source: <b>Applicant Cost Recovery Account</b></p> <p>Acct. # <b>5008 (Project)</b></p> <p><input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b></p> <p>→ Application and associated documents (including copy of certified mail notice sent to owners within 300 feet)</p>
<p><b>Advertised:</b></p> <p>Date: _____</p> <p>Paper: _____</p> <p><input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <u>ND</u></p> <p>OR</p> <p>Not applicable in this case</p> <p><b>Please initial one.</b></p>

**Summary Explanation/Background:**

The Community Development Department is in receipt of a Mural Permit Application for the property located at 700 Park Avenue, which is on the south side of Park Avenue between 7<sup>th</sup> Street and 8<sup>th</sup> Street. The Applicant is Rhonda Jo Brockman, principle officer of 700 Park Avenue Holdings LLC (Property Owner). The application was submitted with all the required (Step #1) documents and fees as required by Town Code Section 71-81.

The Mural Ordinance was adopted in early 2016 and requires a two-step approval process by the Town Commission. The first step aims to provide review of the proposed location for the conceptual mural being proposed. The mural is proposed on the south elevation (rear wall) that faces the alley parking of the 700 Park Avenue Building.

## **TWO ADDITIONAL PHASES ARE BEING PROPOSED AS PART OF THIS MURAL APPLICATION**

*This Step#1 approval proposes the following as it relates to the next two phases:*

**Phase #2:** 80% coverage of the remaining rear wall space for the 700 Park Avenue building which measures approximately 213 feet in length by 20 feet in height (80% = approx. 3,408 square feet of coverage). This phase is to be complete within the next few months and the permit for this mural will be valid for 12 months.

**Phase #3:** 80% coverage of the rear wall space for the 748 Park Avenue building which measures approximately 60 feet in length by 30 feet in height (80% = approx. 1,440 square feet of coverage). This phase is to be completed following the completion of Phase #2 and will be valid for 12 months.

The Property Owner's, 700 Park Ave Holdings (Rhonda Jo Brockman), continued desire is to rotate through the murals and change the artwork following the completion of all three phases (through additional approvals). In other words, once the three phases have been completed, Phase 1 will come back with new artwork for approval, and so on.

**The agenda item this evening only requires Step #1 approval related to the proposed location of the mural for both phases being proposed. The proposed mural (artwork) itself, for which a color rendering of the proposed murals will be provided, will be presented at the May 3, 2017 Town Commission meeting.**

**As a reminder, the Town Code requires minimum criteria for proposed murals and they include the following (as a reference to facilitate the review and discussion by the Town Commission).**

### **Section 71-41. - Placement of murals on buildings.**

- (1) Murals may be placed on the exterior walls of a nonresidential building. **CRITERIA MET.**
- (2) Minimum setback requirement: Murals shall not be placed on buildings that are within 50 feet of a residential structure, measured from the closest exterior edge of the view of the surface of the mural to the closest parallel residential wall. **CRITERIA MET. The proposed mural wall location for 700 Park Avenue is approximately 200 feet from the closest building wall of the residential property located at 610 7<sup>th</sup> Street (who was also notified via a certified mail notice). In addition, the proposed mural wall location for 748 Park Avenue is approximately 180 feet from the closest building wall of the residential property located at 805 Foresteria Drive and other properties along Foresteria Drive within the same radius (all of whom have also been notified via a certified mail notice).**
- (3) A mural shall not be placed on buildings such that it prevents a window from being opened. **CRITERIA MET. (will also be reviewed as part of Step #2)**
- (4) A mural not prevent ingress and egress or interfere with site circulation by incorporating images that are misleading to site operators. **CRITERIA ACKNOWLEDGED BY THE APPLICANT. The artwork will be open for discussion by the Town Commission when it is presented as part of Step #2 in May 2017.**

### **Section 71-83. - Minimum Mural permit criteria.**

(1) *Mural size.* Murals may be painted on up to 80 percent of a wall. In any event, a mural may not be greater than 10,000 square feet. **CRITERIA ACKNOWLEDGED BY THE APPLICANT. The artwork will be open for discussion by the Town Commission when it is presented as part of Step #2 in May 2017.**

(2) *Mural size.* The mural face shall be predominantly pictorial with no text. **CRITERIA ACKNOWLEDGED BY THE APPLICANT. The artwork will be open for discussion by the Town Commission when it is presented as part of Step #2 in May 2017.**

(3) *Illumination.* The illumination of a mural shall only be by indirect lighting, and shall only be permitted from 6:00 p.m. to midnight Standard Time and 7:00 p.m. to midnight Day Light Savings Time. If illumination is proposed, a signed and sealed photometric plan shall accompany the application for those murals adjacent to residential property. **NO ADDITIONAL LIGHTING WILL BE PROPOSED IN THE APPLICATION DOCUMENTS.**

(4) *Location.* Murals shall be placed only on walls. **CRITERIA ACKNOWLEDGED BY THE APPLICANT. The artwork will be open for discussion by the Town Commission when it is presented as part of Step #2 in May 2017.**

(5) *Public safety.* Mural faces shall not have any moving or animated parts, or any other electronic movements, and shall not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists and interfere with their ability to safely operate their vehicles. **NO ADDITIONAL LIGHTING OR MOVING/ANIMATED PARTS WILL BE PROPOSED.**

(6) *Unoccupied buildings.* A mural shall be permitted on an unoccupied building only if the building possesses a valid town permanent certificate of occupancy. **CRITERIA MET. Both buildings are occupied.**

### **Sec. 71-42. - Duration.**

An applicant shall indicate the duration the mural is proposed for display on the mural permit application (shall not exceed five years). The determination of the duration of the permit shall be made by the town commission, but shall in no case be longer than five years. Applicants shall pay a \$250.00 fee for every one 12-month period the mural is displayed beyond the first 12 months. At the conclusion of the approved period of the display of the mural it shall be removed, or replaced with a new mural through a new mural permit. Extensions are only possible through the submittal of a new mural permit application. The new mural shall meet the provisions of this chapter. **CRITERIA ACKNOWLEDGED BY THE APPLICANT. The Applicant is not proposing to keep the mural for each Phase (total of 3) on display longer than 12 months and will be applying for future replacement murals through separate mural applications. The mural permit card that will be issued by Staff will list the expiration date by which this mural will need to be removed (or renewed with a new fee).**

**Recommended Motion: I move to APPROVE Step#1 for the mural application for 700 Park Avenue and 748 Park Avenue.**



Exhibit "G"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 19, 2017

Agenda Item No. Tab 11

**Agenda Title:** RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PLANNING SERVICES AGREEMENT WITH REDEVELOPMENT MANAGEMENT ASSOCIATES LLC.

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

Approved by Town Manager *[Signature]* Date: 4-12-17

Nadia Di Tommaso / Community Development Director  
Name/Title

<p><b>Originating Department:</b> Community Development</p>	<p>Costs: \$ 180,000 (split unevenly into two fiscal years based on Task timelines – detailed herein)</p> <p>Funding Source: <i>(refer to separate agenda item from the Finance Department)</i></p> <p>Acct: #</p> <p><input type="checkbox"/> Finance <u><i>[Signature]</i></u></p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>→ Resolution 20-03-17 - Agreement</li> <li>→ RFP 101-2017</li> <li>→ Redevelopment Management Associates (RMA) Submittal <i>(two sample projects submitted available as separate files in the DropBox due to their large size)</i></li> </ul>
<p><b>Advertised:</b> Date: N/A Paper: <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>ND (timeline also included in RFP packet)</b> OR Not applicable in this case <b>Please initial one.</b></p>

**Summary Explanation/Background:**

The Mixed-Use initiative along the US-1 corridor has been an ongoing initiative for quite some time. The vision was set back in 2009 when the Town modified its Comprehensive Plan with a future vision for mixed-use development along the US-1 corridor. In 2013/2014, when the economy started picking back up and when the market started showing indications that mixed-use was once again in demand, the Town engaged a consultant, on a very limited \$13,200 budget, to assist staff



in moving forward with the necessary public workshops and initiate the required Comprehensive Plan Amendments and Land Development Regulations for the US-1 corridor's Mixed-Use vision. Between 2014-2016, three public workshops, along with joint meetings of the Town Commission and Planning & Zoning Board were held, so as to brainstorm options for the US-1 corridor. This process also brought to light the need to divide the corridor into two separate study areas, since the original vision for Mixed-Use development along the corridor extended west to 2<sup>nd</sup> and the nature of the parcels and the introduction of mixed-use on the west side of the corridor differs greatly from the nature and impacts on the east side.

In late 2016, the Town's Administration and the Town Commission, decided to shift gears slightly and allow for a Request for Proposal (RFP) to be let, so as to implement a more highly-advanced visual, architectural and regulatory-type review of the land development regulations that would be required for both Phase 1 (east side) and Phase 2 (west side) of the corridor. With the many moving parts involved in crafting the land development regulations; the increase in activity and projects without the increase of internal staff in the Community Development Department; and the desire to provide advanced visual tools/renderings that are not currently available in-house, the Community Development Department was given authorization to go out for RFP for Planning Consulting Services to bring this initiative to the finish line by the first quarter of 2018.

This Mixed-Use initiative is important because it will provide for upgrades to existing structures through redevelopment; it will serve to diversify the Town's tax base which is highly needed in order to provide the necessary services to residential and nonresidential property owners and businesses in future years; and will serve to improve our environment by introducing more environmentally friendly buildings that will utilize green principles, as well as enhance and maximize the use of the Marina and park areas.

***RFP 101-2017 - PROFESSIONAL PLANNING SERVICES MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1 LAND DEVELOPMENT REGULATIONS AND PHASE 2 COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT REGULATIONS-TOWN OF LAKE PARK***

**The Request for Proposal took on the following timeline:**

**RFP Advertisement**

→ January 2, 2017 (re-advertised January 8, 2017)

**RFP Packets ready for pick-up**

→ January 5, 2017 at 9:00 A.M.

**RFP Mandatory Pre-Bid Meeting**

→ January 11, 2017 – 4:00 P.M.

**RFP Bid Opening**

→ January 24, 2017 – 10:00 A.M.

**Distribution of RFP submittals to Evaluation Committee**

→ January 25, 2017

**Evaluation Committee Meeting to rank submittals/open sealed cost proposals (public meeting).**

→ January 30, 2017



Town Commission meeting agenda item to announce ranking and request to enter into Contract Negotiations.

→ February 15, 2017

**The Town Commission approved moving forward with Contract (i.e. Agreement) Negotiations with Redevelopment Management Associates, LLC (RMA) at their February 15, 2017 meeting. Contract Negotiations were held between the Town Manager, Community Development Director and RMA, and this evening’s agenda item reflects the following next step as outlined in the RFP 101-2017 packet:**

Contract approval by Town Commission

→ March 15, 2017

**A listing of desired benchmarks (i.e. scope of services with timelines and costs, is included in the enclosed Agreement which is part of the proposed Resolution for execution. In short, it includes the following and ensures COMPLETION of both the east and west sides of the US-1 corridor in 13 months:**

*Task 1: Existing Conditions, Data and Parcel Analysis: 3 months (from notice to proceed)*

*Task 2: Public Involvement: 1 month*

*Task 3 and 4: Comprehensive Plan and Zoning Amendments: 4 months (this timeframe assumes tasks will occur concurrently)*

*Task 5: Adoption Process: 4 months (depending on Commission Schedule and State Review)*

*Task 6: Marketing Event: 1 month*

Compensation: *The fee for the listed scope of services shall be a lump sum fee, for each task, to be paid monthly based on percentage complete.*

<b>Lump sum, not to exceed .....</b>	<b>\$180,000</b>
Task 1: Existing Conditions, Data and Parcel Analysis .....	\$62,700
Task 2: Public Involvement .....	\$14,100
Task 3: Comprehensive Plan Amendments.....	\$28,950
Task 4: Zoning Amendments (phase 1&2) .....	\$47,650
Task 5: Adoption Process.....	\$23,600
Task 6: Marketing Event .....	\$3,000

**At the March 15, 2017 meeting, the Town Commission expressed concerns with the previous \$190,500 price tag as it relates to the inclusion of travel time; the exclusion of an additional public workshop is Task 2; and the heightened cost for the Adoption Process in Task #5. The Consultant agreed to a reduced rate for the Adoption**



**Process as long as Staff committed to ensuring that mixed-use related items would be given priority when structuring public meeting agendas so as to get to these items quickly, and Staff agreed. Additionally, the travel time has been eliminated and an additional workshop meeting in Task 2 has been added. The Consultant also agreed to include language related to social media to ensure that all the materials provided to the Town are social media compatible. The Agreement's overall cost was reduced by \$10,500, to \$180,000.**

Given the above timeframes and costs, Tasks 1 and 2 will be completed in this fiscal year therefore, a combined Task 1 (\$62,700) plus Task 2 (\$14,100), for a total of **\$76,800** is required **this fiscal year**. An additional **\$103,200** will need to be funded in **next year's fiscal year** budget to satisfy the terms of this Agreement. The Town anticipates that the return on this investment will be exponential with the first mixed-use development that occurs along the corridor and that, being hopeful that the economy and the market stays strong, this return will likely occur in the next 2-3 years when our first mixed-use development project is hopefully C.O.'d (receives a Certificate of Occupancy).

As a reminder, the RFP was structured to prioritize qualifications over cost in the scoring. Two firms responded to the RFP → Gray Robinson Attorneys at Law; and Redevelopment Management Associates (RMA). At the Evaluation Committee public meeting held on January 30, 2017, the Committee disqualified Gray Robinson since their proposal was deemed *Responsible*, but not *Responsive* to the requirements of the RFP since it did not include a time-lined work plan that were specific to Lake Park's desired phased approach in Article IV of the RFP, nor did it include an urban design component.

RMA was deemed *Responsible* and *Responsive*. Their complete submittal packet is enclosed.

**The Town's Finance Department is also presenting a separate agenda item this evening, which proposes a budget adjustment that will serve to fund this Agreement. This budget adjustment item is merely a procedural matter that is required to be approved if this Agreement is approved by the Town Commission. The Commission will likely want to discuss this Agreement prior to approving the budget adjustment item therefore, it is recommended that both these new business Resolution items are opened up for discussion together. A motion on the budget adjustment will be required prior to the motion for this Agreement.**

**Recommended Motion: I move to APPROVE Resolution 20-03-17 authorizing the Mayor to execute the Planning Services Agreement with RMA.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/9/2017

**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> Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	<b>CONTACT NAME:</b> SOI Risk Department <b>PHONE (A/C, No, Ext):</b> 888-572-2412 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certs@trinet.com
<b>INSURED</b> Strategic Outsourcing, Inc. PO Box 241448 Charlotte, NC 28224 Re: Redevelopment Management Associates	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Indemnity Insurance Company of North America      43575 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER: 11549954**      **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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	<input checked="" type="checkbox"/> X <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WLRC64309535	03/01/2017	03/01/2018	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers' Compensation is limited to worksite employees of Redevelopment Management Associates through a co-employment contract with Strategic Outsourcing, Inc.  
 A Waiver of Subrogation applies in favor of certificate holder as required by written contract.

<b>CERTIFICATE HOLDER</b>  Town of Lake Park 535 Park Avenue Lake Park, FL 32174	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/9/2017

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

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

<b>PRODUCER</b> Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL 32110		<b>CONTACT NAME:</b> Rosa Grant <b>PHONE (A/C, No, Ext):</b> (386) 437-7767 <b>FAX (A/C, No):</b> (386) 437-9226 <b>E-MAIL ADDRESS:</b> rosag@haywardbrownflagler.com	
<b>INSURED</b> Redevelopment Management Associates, LLC 2302 E Atlantic Blvd. Pompano Beach FL 33062		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Southern-Owners NAIC # 10190 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL1683111142 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Waiver of Subrog <input checked="" type="checkbox"/> Blanket Addnl Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X Y	78290443	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTDS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	78290443	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	OCCUR CLAIMS-MADE	4929044300	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Town of Lake Park is listed as additional insured for General Liability. Waiver of Subrogation applies. Coverage is Primary and Non-Contributory. 30 day notice of cancellation applies.

<b>CERTIFICATE HOLDER</b> (561) 881-3314  Town of Lake Park 535 Park Ave. Lake Park, FL 33403	<b>CANCELLATION</b>  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  J Sullivan, Jr./RMG
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**Workers' Compensation and Employers' Liability Policy**

Named Insured STRATEGIC OUTSOURCING, INC. REDEVELOPMENT MANAGEMENT ASSOCIATES LLC	Endorsement Number
	Policy Number Symbol: WLR Number: C64309535
Policy Period 03-01-2017 <b>TO</b> 03-01-2018	Effective Date of Endorsement 03-01-2017
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

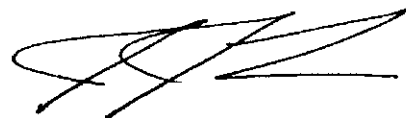
TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK, FL 32174

PROJECT: ALL OPERATIONS

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



\_\_\_\_\_  
Authorized Representative

**TOWN OF LAKE PARK**

**535 Park Ave.  
Lake Park, FL. 33403**

**REQUEST FOR PROPOSAL  
RFP No. 101-2017**

**PROFESSIONAL PLANNING SERVICES  
MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1  
LAND DEVELOPMENT REGULATIONS AND PHASE 2  
COMPREHENSIVE PLAN AMENDMENTS AND LAND  
DEVELOPMENT REGULATIONS-TOWN OF LAKE PARK**

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**Prepared by:**

**TOWN OF LAKE PARK  
Nadia Di Tommaso, Community Development Director  
535 Park Avenue  
Lake Park, Fl. 33403  
Tel. 561-881-3319  
Fax 561-881-3323  
Email: [nditommaso@lakeparkflorida.gov](mailto:nditommaso@lakeparkflorida.gov)**

**Town of Lake Park RFP No. 101-2017**

**Date of Advertisement: January 2, 2017 (re-advertised January 8, 2017)**

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**TOWN OF LAKE PARK  
REQUEST FOR PROPOSAL  
RFP No. 101-2017**

**PROFESSIONAL PLANNING SERVICES  
MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1  
LAND DEVELOPMENT REGULATIONS AND PHASE 2  
COMPREHENSIVE PLAN AMENDMENTS AND LAND  
DEVELOPMENT REGULATIONS-TOWN OF LAKE PARK**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting proposals from qualified consulting firms to perform PROFESSIONAL PLANNING SERVICES to develop a MIXED-USE DISTRICT for the Federal Highway corridor in the Town of Lake Park. The corridor incorporates the east and west side of Federal Highway between Silver Beach Road (to the north), Palmetto Drive (to the south), 2<sup>nd</sup> Street (to the west) and Lake Shore Drive (to the east). The selected consultant will be expected to provide a range of consulting, planning and architectural rendering services, including public engagement initiatives and presentations, comprehensive plan amendments, and the creation of land development regulations. The consultant will conduct all of the tasks identified in the RFP package. The development of the Mixed-Use District will be a two-phased approach for which Phase 1 (the east side of the corridor) has already undergone Comprehensive Plan Amendments and requires the creation of land development regulations, and Phase 2 (the west side of the corridor) requires both the Comprehensive Plan Amendments and the creation of Land Development Regulations.

**RESPONSE PROCEDURE:** In order to be considered, qualified firms must submit a letter of interest, statement of qualifications and proposal in hard copy and on compact disk, and a separate sealed price envelope with the firm's fee schedule and cost estimate to the Town Clerk by 10:00 A.M. local time, January 24, 2017. The Town Clerk's Office is located on the second floor of Town Hall at 535 Park Avenue, Lake Park, Florida 33403. Responses received after that time will be returned unopened. A mandatory pre-bid meeting will be held on Wednesday, January 11, 2017 at 4:00 P.M. local time.

Statement of qualifications must be submitted to the Town Clerk pursuant to the above directions and shall not exceed ten pages in length and must, at a minimum, include the following information:

- a. Firm's name and address of the responsible office.
- b. Contact person, phone number and Internet Email Address.
- c. A statement setting forth the qualifications of the firm.
- d. Identification of any sub-consultant relationships that may be considered to fulfill the services/tasks identified in the RFP package.



- e. Identification of the firm's key personnel and their proposed roles and expertise (do not include resumes).
- f. Proposed study approach and proposed schedule/timeline for completion.

Proposal must be submitted to the Town Clerk pursuant to the above directions and shall not exceed 10 pages. Samples of similar-type initiatives may be enclosed and will not count towards the 10-page maximum.

Separate Sealed Price Envelope-Provide a complete line item budget for all phases of work listed in the RFP Scope of Work. Submit in a separate sealed envelope identifying "RFP 101-2017 - FEE SCHEDULE/COST ESTIMATE, Professional Planning Services, and include name of the company submitting".

SELECTION PROCESS: The submittals of each firm will be reviewed by an evaluation committee appointed by the Community Development Director. The Evaluation Committee will rank the firms based on criteria identified in the RFP packet. The sealed price envelope of all firms will then be opened for considerations of negotiation of a contract with the highest ranked firm. In the event a satisfactory agreement cannot be reached, negotiations will be terminated and the Town will negotiate with the second place firm. This process will be followed until a mutually satisfactory agreement is reached.

Respond To:

Vivian Mendez, CMC, Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, FL. 33403, tel. (561) 881-3311.

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.

---

Vivian Mendez, CMC

Town Clerk

Town of Lake Park, FLORIDA

Published on: January 2, 2017, Palm Beach Post

January 8, 2017, Palm Beach Post



**TOWN OF LAKE PARK  
REQUEST FOR QUALIFICATIONS  
RFQ No. 101-2017**

**ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES**

The Town of Lake Park, Florida is soliciting **PROFESSIONAL PLANNING SERVICES for MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1 LAND DEVELOPMENT REGULATIONS AND PHASE 2 COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT REGULATIONS-TOWN OF LAKE PARK** for the development of a Mixed-use District or Districts for the areas along the east and west of Federal Highway in the Town of Lake Park. The boundaries of the District are the east and west side of Federal Highway between Silver Beach Road (to the south), Palmetto Drive (to the north), 2<sup>nd</sup> Street (to the west) and Lake Shore Drive (to the east) as shown on the attached map. The selected consultant will be expected to provide planning and architectural rendering services, lead public engagement initiatives and presentations, prepare and review comprehensive plan amendments and land development regulations pertaining to the planning area. The consultant or other professionals under the consultant's direction will conduct all of the tasks identified in the RFP. The Town envisions that the planning services should plan for separate Mixed-Use Districts in two main phases, with a three phased approach. Phase 1 is to plan the east side of Federal Highway. Because the Town has already transmitted Comprehensive Plan Amendments for the east side of Federal Highway, the consultant's must first evaluate the transmitted plan amendment to understand the densities and intensities of the residential and commercial development reflected in the sub districts contained in the transmitted plan amendment and if needed, recommend any changes rather quickly which might be more appropriate to promote the redevelopment of this area prior to the Commission's adoption of the plan amendments, or accept the recommendations and allow for Commission adoption. In addition as part of Phase 1, the consultant will be expected to recommend land development regulations to implement the amendments it ultimately recommends for adoption by the Commission for this Phase. Phase 2 is to plan the west side of Federal Highway. The services required as part of Phase 2 requires that the consultant recommend both the Comprehensive Plan Amendments and Land Development Regulations for the west side of Federal Highway. These plan amendments and Land Development Regulations must take into consideration the different existing character and scale of the residential uses east (multi-family) and west of Federal Highway (predominately single family). A separate phase factored into Phase 2 (also referred to as Phase 3) involves the feasibility of using Transfer of Development Rights (TDR) whereby development rights assigned to properties within the Mixed Use District on the west side of Federal Highway might be transferred to properties in the Mixed Use District on the east side of Federal Highway. Because the Town has not proposed a well-developed framework for a TDR program between properties in Phases 1 and 2, the planning theory that has previously been mentioned by the Commission is whether a TDR program can be used to incentivize the preservation of the residential single family character of properties (particularly those that may have historical architectural characteristics or qualities) by creating development rights for the identified properties on the west side of Federal Highway that can be sold and transferring these development rights (in the form of increased densities and intensities) to realize the densities and intensities assigned by the

transmitted plan amendments to properties on the east side of Federal Highway. The consultant would be expected to thoroughly examine the feasibility of such a TDR program and offer an opinion of whether there is realistically a market for such a TDR program as part of the overall Phase 2 report. If there is not, the densities and intensities contained in the sub districts of the transmitted plan amendments may have to be adjusted (hence the Phase I task of re-evaluating the transmitted plan amendments).

**ARTICLE II. REQUIRED PROFESSIONAL DISCIPLINES**

Consultants submitting responses to this RFP shall submit sufficient information to clearly describe their ability to provide the services required in Article IV. The respondent shall include the professional disciplines and capabilities of each individual who is expected to provide services, including any sub-consultants.

The respondent shall clearly identify the names and qualifications of the “core” team fulfilling the requirements of the proposed services. The respondent shall identify a team leader who will also serve as the primary contact for the services.

The Town’s selection of the successful respondent may be based, in part, on the local presence of the consultant and any sub-consultants, but is not necessarily a major consideration. In consideration of any local preference (Palm Beach County), the Town will take into consideration whether or not it would be expected to pay for any expenses such as food, lodging, and per diem or travel related expenses for consultants or sub consultants who are not located in Palm Beach County. Unilateral changes of sub-consultants anytime during the process, and after the award, will not be authorized unless specifically approved in writing by the Town.

**ARTICLE III. EVALUATION CRITERIA FOR SHORT LISTING**

The evaluation criteria are as follows: (Any Statement of Qualifications submitted shall follow the following outline in the order shown and shall be tabbed to delineate the categories and the components of the categories.)

<b>Max. Points</b>	<b>Category</b>
30	<b><i>Qualification and Experience of Proposer’s Firm and Sub-Consultants.</i></b> <ul style="list-style-type: none"><li>• Qualifications and experience of firm, including sub-consultants, with the types of services described in Article IV.</li><li>• Technical expertise and ability of consultant team to develop an implementable mixed-use plan.</li><li>• Past performance records and references from other local governments.</li></ul>
15	<b><i>Planning Process Skills</i></b> <ul style="list-style-type: none"><li>• Ability to evaluate current the conceptual ideas of density and intensity, including the currently transmitted plan amendments for the east side of Federal Highway</li></ul>

and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town.

- Understanding of market factors that will drive economically viable recommendations.
- Strong ability to illustrate planning and design concepts using advanced systems.
- Ability to effectively communicate and work with the Town Manager and his Staff, Planning & Zoning Board, Town Commission, residents, and businesses in the town.
- Documented experience in preparing and implementing mixed-use districts in other areas of Florida.
- Documented experience in successful community consensus building.
- Creative and effective presentation style and public outreach efforts.
- Ability to interface with the Town's mixed use vision of the areas east and west of Federal Highway and to integrate what has thus far been proposed by the town for this mixed-use initiative into plan amendments and land development regulations which will promote an economically feasible plan for redevelopment in this area.

10 ***Proposal Quality.***

- Readability, completeness, organization of proposal.
- Brevity.

10 ***Public Process & Involvement***

- Demonstrated ability to work with citizens, public agencies and private sector.
- Consultant initiatives and past experience to encourage public participation.

10 ***Familiarity with the Project***

- Knowledge of project background, needs & goals.
- Special considerations.

10 ***Performance on Past Projects***

- Identify specific similar project(s). Documented presentations before Local, County, or State Officials and the outcome of those presentations in the form of projects that have moved forward.
- Statement regarding completion on time and within budget.

10 ***Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants:***

- Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in Palm Beach County
- Proximity of key personnel
- Availability of key personnel
- Approach to maintaining good communication.

- 5      ***Knowledge/understanding of the Town***
- Understanding of the Town's governmental process.
  - Understanding of the Town's planning staff technical capability.

**ARTICLE IV. CATEGORIES/TASKS OF PROCESS (SCOPE OF WORK)**

**Planning Process**

- Understanding the vision of the mixed-use corridor bounded on the east by high density residential and bounded on the west by single family residential.
- Engage stakeholders into the planning and design process.
- Engage the community to participate in the process.
- Inform Town Staff, Treasure Coast Regional Planning Council, Palm Beach County MPO, Florida Department of Transportation and elected officials, and all other necessary agencies
- Develop a mixed-use approach blend residential, commercial, cultural, and institutional to accomplish physical and functional integration with pedestrian connections from Federal Highway to Lakeshore Drive.
- Identify specific infrastructure needs and/or projects to activate and support private investment.
- Identify potential sources of grants to match public or private investment.

**Planning Tasks**

- Analyze and evaluate the mixed use concepts previously presented to the public by Lake Park staff and the work that has been completed which thus far includes only the transmittal of comprehensive plan amendments for the east side of Federal Highway.
- Review all design guidelines and design standards as related to the Florida Department of Transportation, U.S. Highway 1.
- Develop a mixed-use architectural design to blend residential, commercial, cultural, and institutional to accomplish physical and functional integration with pedestrian connections. The development of a Mixed-use District or Districts for the areas along the east and west of Federal Highway in the Town of Lake Park. The boundaries of the District are the east and west side of Federal Highway between Silver Beach Road (to the south), Palmetto Drive (to the north), 2<sup>nd</sup> Street (to the west) and Lake Shore Drive (to the east) as shown on the attached map. The selected consultant will be expected to provide planning and architectural rendering services, lead public engagement initiatives and presentations, prepare and review comprehensive plan amendments and land development regulations pertaining to the planning area. The consultant or other professionals under the consultant's direction will conduct all of the tasks identified in the RFP. The Town envisions that the planning services should plan for separate Mixed-Use Districts in two main phases, with a three phased approach. Phase 1 is to plan the east side of Federal Highway. Because the Town has already transmitted Comprehensive Plan Amendments for the east side of Federal Highway, the consultant's must first evaluate the transmitted plan amendment to understand the densities and intensities of the residential and commercial development reflected in the sub districts contained in the transmitted plan amendment and if needed, recommend any changes rather quickly which might be more appropriate to promote the redevelopment of this

area prior to the Commission's adoption of the plan amendments, or accept the recommendations and allow for Commission adoption. In addition as part of Phase 1, the consultant will be expected to recommend land development regulations to implement the amendments it ultimately recommends for adoption by the Commission for this Phase. Phase 2 is to plan the west side of Federal Highway. The services required as part of Phase 2 requires that the consultant recommend both the Comprehensive Plan Amendments and Land Development Regulations for the west side of Federal Highway. These plan amendments and Land Development Regulations must take into consideration the different existing character and scale of the residential uses east (multi-family) and west of Federal Highway (predominately single family). A separate phase factored into Phase 2 (also referred to as Phase 3) involves the feasibility of using Transfer of Development Rights (TDR) whereby development rights assigned to properties within the Mixed Use District on the west side of Federal Highway might be transferred to properties in the Mixed Use District on the east side of Federal Highway. Because the Town has not proposed a well-developed framework for a TDR program between properties in Phases 1 and 2, the planning theory that has previously been mentioned by the Commission is whether a TDR program can be used to incentivize the preservation of the residential single family character of properties (particularly those that may have historical architectural characteristics or qualities) by creating development rights for the identified properties on the west side of Federal Highway that can be sold and transferring these development rights (in the form of increased densities and intensities) to realize the densities and intensities assigned by the transmitted plan amendments to properties on the east side of Federal Highway. The consultant would be expected to thoroughly examine the feasibility of such a TDR program and offer an opinion of whether there is realistically a market for such a TDR program as part of the overall Phase 2 report. If there is not, the densities and intensities contained in the sub districts of the transmitted plan amendments may have to be adjusted (hence the Phase 1 task of re-evaluating the transmitted plan amendments).

- Attend Public hearings on zoning and land use changes.

#### **Public/ Stakeholder Engagement**

- Develop collaborative process involving the existing corridor business and property owners, property owners to the west and east of the corridor, existing business and property owners in other parts of Lake Park and investors from outside the Town.
- Hold regular steering/project management meetings with Staff and Boards that are open to the public.
- Provide periodic updates to the Town Community Development Director.
- Convene a high profile event to kick off the project to engage community interest in the planning process.
- Conduct public informational meetings as needed.
- Conduct outreach and community based design development through participatory techniques such as a design charrette or focus groups.
- Conduct one on one meetings with business and property owners as needed.
- Conduct one on one meetings with potential investors who may express interest in redeveloping properties within the planning area.

- Conduct a focus group/design charrette with stakeholders to develop a vision and design concept for the corridor as needed.
- Provide a final presentation to the Town Commission for each phase.
- Prepare and deliver presentations as required for public hearings on zoning and land use changes for each phase.
- After each phase adoption, convene a high profile event to market the project to engage community interest and most importantly investor interest in the planning process.

#### **Deliverables**

- **The submission of a detailed work plan that includes all phases. The consultant will be required to deliver a complete set of “implementable” Land Development Regulations for Phase 1 (east side of the corridor), followed by Phase 2 Comprehensive Plan Amendments and Land Development Regulations (for the west side of the corridor), and if the consultant deems it feasible to recommend a TDR program for the first two phases. An opinion and re-evaluation on the reasonableness of the proposed density on the east side of the corridor is required, along with a specific evaluation of utilities and the impact that dense and intense development will have to the placement, location, and overall feasibility of underground utilities. Examples of similar, successful, mixed-use initiatives using similar geographical constraints, specific to the creation of LDR’s and Comprehensive Plan Amendments should be provided.**

*Each phase shall include:*

- After all the required research and analysis has been conducted, the preparation and presentation of an electronic copy (and one CD copy) of the *Draft Report* detailing the analysis undertaken, conclusions drawn (including visual renderings) and options considered and evaluated, along with the proposed recommendations that address the full scope of work, to be submitted to the Town’s Community Development Director, Nadia Di Tommaso, for review and internal distribution ([nditommaso@lakeparkflorida.gov](mailto:nditommaso@lakeparkflorida.gov)).
- Upon satisfactory review by the Town, the preparation and presentation of one electronic copy, three hard copies, and one CD of the *Final Report* including all final findings and recommendations and presentation of the same to the public and the public boards involved in the public hearing process for approval. Submittals are to be made to the Town’s Community Development Director, Nadia Di Tommaso ([nditommaso@lakeparkflorida.gov](mailto:nditommaso@lakeparkflorida.gov)).
- Revisions and resubmittals of the Final Report as needed and contingent upon the outcome of the approval process.

#### **General Project Management Responsibilities**

- Preparing and facilitating all presentations and meetings including public meetings, one on one meetings with stakeholders and identifiable potential investors.
- Regular communication with Town staff, Town Manager and interested stakeholders.
- Preparation of all advertisements and informational materials necessary for educating and updating elected officials, stakeholders and the general public.
- Summarize discussions, comments, and attendance from all meetings.

**ARTICLE V. TIMELINE** *(all dates are dependent on the prior date being successful)*

RFP Advertisement

→ January 2, 2017 (re-advertised January 8, 2017)

RFP Packets ready for pick-up

→ January 5, 2017 at 9:00 A.M.

RFP Mandatory Pre-Bid Meeting

→ January 11, 2017 – 4:00 P.M.

RFP Bid Opening

→ January 24, 2017 – 10:00 A.M.

Distribution of RFP submittals to Evaluation Committee

→ January 25, 2017

Evaluation Committee Meeting to rank submittals/open sealed cost proposals (public meeting).

→ January 30, 2017

Town Commission meeting agenda item to announce ranking and request to enter into Contract Negotiations.

→ February 15, 2017

Contract Negotiation with highest ranked firm

→ February 15, 2017 – February 24, 2017

Contract approval by Town Commission

→ March 15, 2017

Phase 1 (east side land development regulations/renderings). Timeframe for selected consultant initiation through completion

→ March 16, 2017 through August 18, 2017 (special call meetings will need to be accommodated as needed). Marketing event to the public and investors of final adopted plan to be held (approximately) in August/September 2017.

Phase 2 (west side public workshop process, comprehensive plan amendments and land development regulations/renderings). Timeframe for selected consultant initiation through completion

→ September 1, 2017 through March 1, 2018 (special call meetings will need to be accommodated as needed). Marketing event to the public and investors of final adopted plan to be held (approximately) in February/March 2018.

**ARTICLE VI. CONTRACT FORM**

**Attached is a “sample” contract between the Firm and the Town. The selected Firm will be expected to execute a contract which is substantially the same as the attached sample.**

**ARTICLE VII. FINAL SELECTION METHOD**

SELECTION PROCESS: The submittals of each firm will be reviewed by an evaluation committee appointed by the Town. The Evaluation Committee will rank the firms based on criteria identified in the RFP packet. The sealed price envelope of all firms will then be opened for considerations of negotiation of a contract with the highest ranked firm. In the event a satisfactory agreement cannot be reached, negotiations will be terminated and the Town will negotiate with the second place firm. This process will be followed until a mutually satisfactory agreement is reached.

**ARTICLE VIII. CONE OF SILENCE**

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.

**ARTICLE IX. TERM OF CONTRACT**

The term of the contract is proposed for one (1) year from the effective date unless all services are complete in advance.



***SAMPLE CONTRACT***  
***NOT A FINAL CONTRACT (for reference only)***

**CONTRACT BETWEEN THE TOWN OF LAKE PARK  
AND**

.....  
THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the "the Town" and ....., a State of Florida Corporation, FEID Number....., hereinafter designated as "the CONSULTANT".

**WITNESSETH THAT:**

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other person, pursuant to Florida Statutes; and

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited proposals from qualified firms; and

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Commission has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget which are available for the funding of GENERAL ENGINEERING CONSULTANT SERVICES under this CONTRACT; and

WHEREAS, on \_\_\_\_\_, 2017, the Town enacted Resolution No. \_\_\_\_\_, approving an Agreement with the CONSULTANT for Professional Planning Services.

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

**SECTION 1. STATEMENT OF WORK, SERVICES AND PERFORMANCE:**

**1.1** The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services outlined in RFP No. 101-2017. The TOWN reserves the right to seek the services of other consultants in work associated with RFP No. 10\_\_-2017 or the

recommendations resulting from work performed under RFQ No. 101-2017. This CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work.

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

1.3 Where on-going projects are contemplated, before performing any services, the TOWN and CONSULTANT will negotiate necessary scope of work and consultant fees and enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplement Agreement.

1.4 Where projects are assigned, the CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the Town and at intervals established by the Town. The Town will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination will be maintained by the CONSULTANT with representatives of the Town, or of other agencies interested in the project on behalf of the Town. Either party to the Agreement may request and be granted a conference.

1.5 All services will be performed by the CONSULTANT to the satisfaction of the Town Manager who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and/or contract time because of any on-going or supplemental work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered in the parties in accordance herewith.

1.6 In the event that the CONSULTANT and the Town are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the Town, the CONSULTANT will have the right to file a claim with the Town for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the supplemental work.

1.7 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of the Town upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of such services

and/or upon completion or termination if the Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT will not copyright any material and products or patent any invention developed under this agreement. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

**1.8** The CONSULTANT agrees that the sub-consultants identified in the "Project Organization Chart," attached hereto as **Exhibit "A,"** and made part of this CONTRACT, shall provide services under this CONTRACT.

The services of each sub-consultant are a substantial inducement and material consideration for the CONTRACT. In the event any such sub-consultant can no longer provide the services required by the CONTRACT, the CONSULTANT shall immediately notify the TOWN in writing and the TOWN may elect to terminate this CONTRACT without any liability to the CONSULTANT for unfinished work product. The CONSULTANT may propose a replacement for the sub-consultant, subject to the approval of the TOWN. The TOWN, in its judgment, may elect to compensate the CONSULTANT for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

## **SECTION 2. FEES FOR SERVICES**

**2.1** CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT.

**2.2** CONSULTANT shall assign all work for which there is a cost recovery account that account, at the hourly rates set forth in **Exhibit "B."** Any amounts assigned to cost recovery accounts will be credited against the recovery fee amounts.

**2.3** TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

**2.4** Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud of reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the Town.

**2.5**

2.6 CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, courier services and other approved reimbursables, with no multiplier.

### SECTION 3. TERM/TERMINATION

3.1 The TERM OF AGREEMENT shall commence on the date that is fully executed by all parties and shall continue in full force and effect unless and until it terminated as provided below.

3.2 TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

3.3 TERMINATION-With Cause- This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminate by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to the termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provision of Section 3.2 shall apply.

3.4 TERMINATION-Transfer of Ownership- This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

3.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys sketches, plans and reports in its possession. It 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 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;

- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**4.2** In the event CONSULTANT fails to comply with the provision of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 4.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 3 above, and its right for damages under Section 4.3.

**4.3** In the Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

**4.4** 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 Agreement are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

## **SECTION 5. STATUS REPORTS AND UPDATES**

**5.1** On or before the first day of every month, CONSULTANT shall prepare and deliver to the TOWN MANAGER status reports showing the status of all pending work authorizations and projects.

## **SECTION 6. HOURS OF OPERATION**

**6.1** CONSULTANT shall maintain fully staffed business hours equal to, but not less than the Town's business hours of 8:30 AM to 5:00 PM, Monday through Friday, with the exception of official holidays as designated in the Code of the Town of Lake Park.

## **SECTION 7. POLICY OF NON-DISCRIMINATION**

**7.1** CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. 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**

8.1 CONSULTANT shall maintain a Drug Free Workplace.

## **SECTION 9. INDEPENDENT CONTRACTOR**

9.1 CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

## **SECTION 10. ASSIGNMENT**

10.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

## **SECTION 11. CONFLICTS OF INTEREST**

11.1 CONSULTANT shall not perform any services for any private sector clients (including but not limited to, developers, corporations, real estate investor, etc.) on projects within the jurisdictional boundaries of the TOWN.

11.2 CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Town Manager.

11.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services.

11.4 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 Agreement.

## **SECTION 12. INDEMNIFICATION**

12.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury,

bodily injury sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

**12.2** CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement 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 in Section 13, Insurance.

**12.3** CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

### **SECTION 13. INSURANCE**

**13.1** The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors. **EMPLOYERS LIABILITY LIMITS** shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.

b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.

c. **PROFESSIONAL LIABILITY INSURANCE** in the minimum amount of \$1,000,000 per occurrence

d. **BUSINESS AUTO LIABILITY** with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property

Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employment Non-Ownership Coverage.

The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

**13.2** The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.

**13.3** All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

**13.4** The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

**13.5** Violation of the terms of this Section 13 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

#### **SECTION 14. REPRESENTATIVE OF TOWN AND CONSULTANT**

**14.1** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates \_\_\_\_\_ as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.



14.2 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from Town Manager shall not be made unreasonably or arbitrarily.

**SECTION 15. COSTS AND ATTORNEY'S FEES**

15.1 If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, 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 16. NOTICES**

16.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, 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. 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:**

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

**FOR TOWN:**

John O. D'Agostino, Town Manager  
Town of Lake Park  
535 Park Avenue, Lake Park, Fl. 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314

**With Copy to:**

Thomas J. Baird, Esquire  
Town Attorney  
4741 Military Trail, Suite 200  
Jupiter, Fl. 33458  
Tel. (561) 650-8233

**SECTION 17. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

17.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

17.2 Rights in Data. Drawings, specification, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

**17.3** Copyrights. No data developed and or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

**17.4** If this Agreement 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 18. SUBCONSULTANTS**

**18.1** Subconsultants, if needed, will be subject to the prior written approval of the Town Manager.

#### **SECTION 19. COMPLIANCE WITH LAWS**

**19.1** CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

#### **SECTION 20. TRUTH-IN NEGOTIATIONS CERTIFICATE**

**20.1** 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.

#### **SECTION 21. OWNERSHIP OF DOCUMENTS**

**21.1** 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 Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his/her sole discretion.

#### **SECTION 22. AUDIT AND INSPECTION RIGHTS**

**22.1** The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**22.2** The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available

to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

#### **SECTION 23. WARRANTIES OF CONSULTANT**

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

#### **SECTION 24. PUBLIC RECORDS**

**24.1** CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN. Should the Town be subject to litigation as a result of the CONSULTANT's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and indemnify the Town from any damages, including attorney fees and costs associated with the litigation.

#### **SECTION 25. NO CONTINGENT FEES**

**25.1** 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 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 the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### **SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION**

**26.1** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. SEVERABILITY**

**28.1** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, 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 be enforced to the fullest extent permitted by law.

**SECTION 29. CONFLICT**

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

**SECTION 30. BINDING AUTHORITY**

**30.1** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 31. SURVIVAL OF PROVISIONS**

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

**SECTION 32. ENTIRE AGREEMENT**

**32.1** This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

**SECTION 33. WAIVER**

**33.1** 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 Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ATTACH AS "Exhibit A" ---Consultant Organizational Chart

ATTACH AS "Exhibit B" ---Basis for Compensation Rates and Schedules

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services 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 \_\_\_\_\_, 2017; and \_\_\_\_\_ authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

Approved as form and legality

(TOWN SEAL)

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

(CONSULTANT)

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

Print Name: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

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





R M A

REINVENTING YOUR CITY



January 24, 2017

**TOWN OF LAKE PARK, FLORIDA**

**PROFESSIONAL PLANNING SERVICES:  
MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1  
LAND DEVELOPMENT REGULATIONS AND PHASE 2  
COMPREHENSIVE PLAN AMENDMENTS AND LAND  
DEVELOPMENT REGULATIONS - TOWN OF LAKE PARK**

**RFP NO. 101-2017**



**Redevelopment Management Associates (RMA)**

2302 E. Atlantic Blvd.  
Pompano Beach, FL 33062  
P: 954.695.0754 | F: 754.222.8081  
info@rma.us.com | www.rma.us.com

**Natasha Alfonso-Ahmed**

Director of Economic Development/Project Director  
Natasha@rma.us.com | C: 786.266.7344

**Maria deLeon-Fleites**

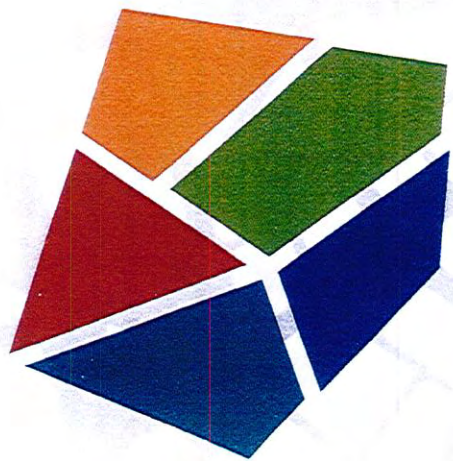
Sr. Urban Designer/Project Manager/Primary Contact  
Maria@rma.us.com | C: 305.606.0093



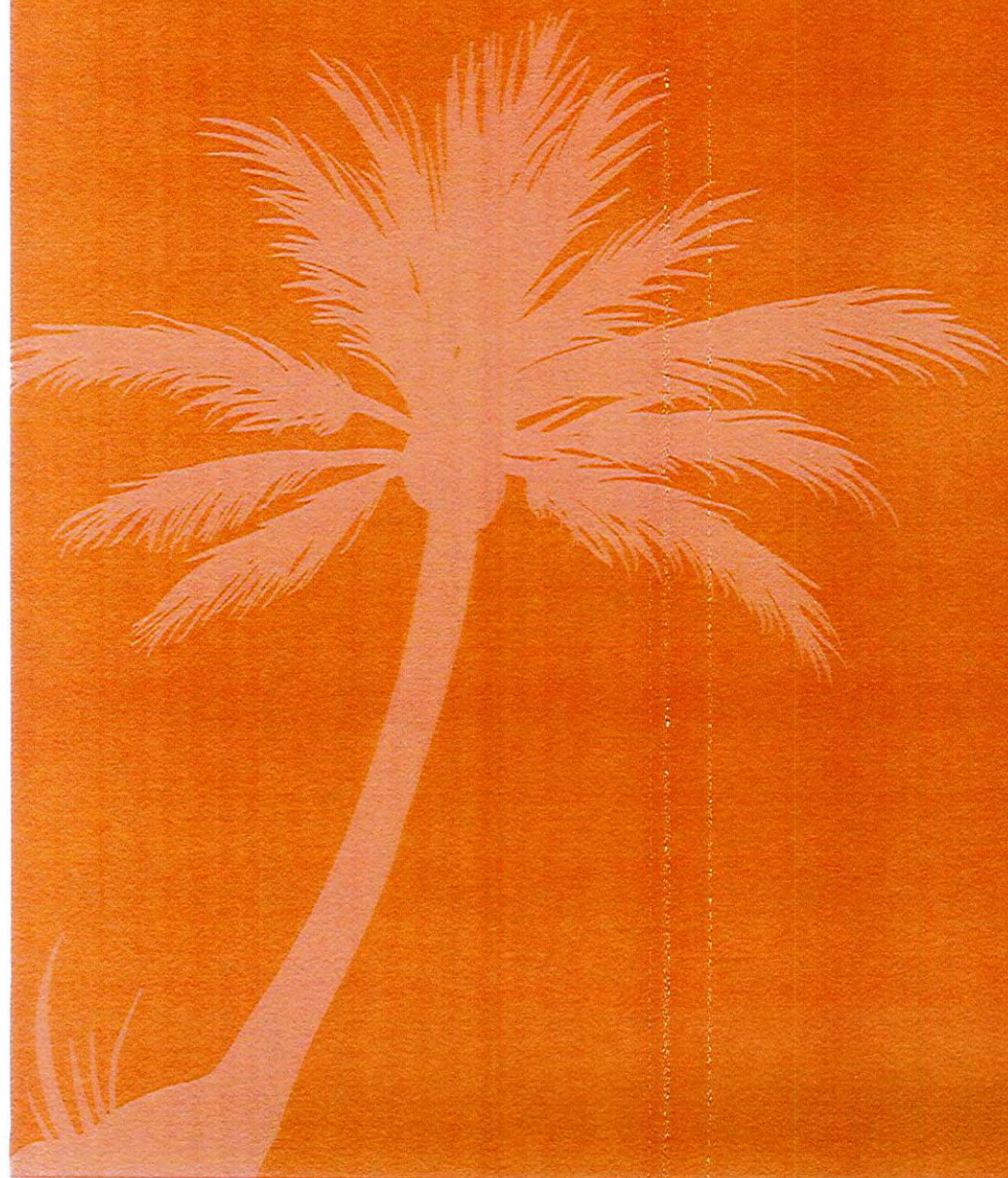
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# TAB 1

**LETTER OF INTEREST**



# TAB 1 | LETTER OF INTEREST

January 24, 2017

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403



REINVENTING YOUR CITY

RE: RFP No. 101-2017 - PROFESSIONAL PLANNING SERVICES MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1 LAND DEVELOPMENT REGULATIONS AND PHASE 2 COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT REGULATIONS - TOWN OF LAKE PARK

RMA is pleased to transmit our proposal to provide Professional Planning Services – Mixed Use Federal Highway Corridor Phase 1, Land Development Regulations and Phase 2 – Comprehensive Plan Amendments and Land Development Regulations for the Town of Lake Park, Florida.

As stated, the selected consultant will be expected to provide a range of consulting, planning and architectural rendering services, including public engagement initiatives and presentations, comprehensive plan amendments, and the creation of Land Development Regulations. RMA understands that the corridor incorporates the east and west side of Federal Highway between Silver Beach Road (to the north), Palmetto Drive (to the south), 2nd Street (to the west) and Lake Shore Drive (to the east). The development of the Mixed-Use District will be a two-phased approach for which Phase 1 (the east side of the corridor) has already undergone Comprehensive Plan Amendments and requires the creation of land development regulations, and Phase 2 (the west side of the corridor) requires both the Comprehensive Plan Amendments and the creation of Land Development Regulations.

**RMA's understanding of and experience with planning/urban design and economic (re)development is unmatched, with eight years' firm experience and 50+ combined years of key personnel experience, successfully creating, adopting, amending and implementing all aspects pertaining to Mixed Use Districts, Comprehensive Plan Amendments and Land Development Regulations.**

As one of the most experienced full service firms in the State of Florida specializing in urban design/planning, economic (re)development, real estate, business attraction/marketing and CRA management/administration consulting services for governmental entities, we have the in-house capacity and expertise to successfully achieve the Town's goals. Our realistic, comprehensive, and effective approach has resulted in over \$1 billion in private sector investment within our client areas – helping to create successful communities.

All of our work starts with a realistic and actionable plan, implemented by our in-house experts. The strength of our company is our people who individually are highly accomplished and talented, yet collectively have incredible synergy and creativity with very successful results. We have thoroughly reviewed all aspects of the listed Scope of Services and have assembled a team that will utilize the experience of our professional industry leaders to provide the most realistic and implementable approach to meet the stated objectives.

The RMA approach takes into account the need for a nimble and responsive team to resolve a multitude of tasks related to urban design and planning. We are very familiar with the Town of Lake Park, and the opportunities and challenges that exist. Our team has expertise in master planning, architectural and urban design, comprehensive plan and zoning amendments, code writing, historic preservation and public outreach. In addition, we also have an array of professionals who understand redevelopment and can guide planning work with a targeted and proven redevelopment approach. This means that we can evaluate the Town of Lake Park cohesively in terms of real estate opportunities, planning, and design. This is a unique skill set which has proven invaluable to our clients and helps make for better designed, highly successful projects.

Our principal members, Kim Briesemeister, a Certified Redevelopment Administrator, and Christopher J. Brown, have been engaged in planning and redevelopment consulting for over 50 years combined and have transformed many areas in South Florida including: Atlantic Avenue in Delray Beach, Clematis Street and Northwood Village in West Palm Beach, Pompano Beach and Downtown Hollywood. We have created exiting new districts in Historic Old Town Pompano, Pompano Beach, Downtown



# TAB 1 | LETTER OF INTEREST

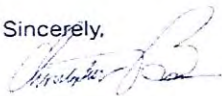
Oakland Park's Culinary District and Downtown North Miami Beach.

RMA's Director of Urban Design & Planning, *Natasha Alfonso-Ahmed*, provides direction and oversight of all projects, ensuring that the strategies based on the analysis are realistic and achievable. Her team identifies opportunities to reach the goals of the client while providing expert guidance based on years of experience. PROJECT MANAGER/PRIMARY CONTACT: RMA Senior Urban Designer and Architect, *Maria deLeon-Fleites*, has extensive experience in architectural and urban design initiatives and is a registered architect in the State of Florida. RMA Senior Planner, *Jean Dolan*, AICP, is a certified planner with extensive experience in long range planning. RMA Junior Urban Designer, *Camilo Lopez*, is a talented designer with extensive knowledge of the Town's previous planning efforts. His familiarity of the context and community involvement is an invaluable asset in this project.

The RMA Urban Design & Planning Team has crafted some of the most innovative master plans and codes in South Florida in the past few years for the Pompano Beach Transit Oriented Corridor, the City of Oakland Park's downtown, downtown Coral Springs, downtown North Miami Beach, North Miami Beach's Waterfront Districts and several neighborhoods in West Palm Beach. We also provide general planning services and serve as in-house planners for the City of Hillsboro Beach. Included in this proposal are examples of our planning and urban design work.

The following submittal highlights our team's experience with similar projects and the credentials of our highly talented personnel. Thank you for the opportunity to introduce our team. We look forward to assisting you in your endeavors and will be committed to your success. Please contact us if we can provide further information.

Sincerely,

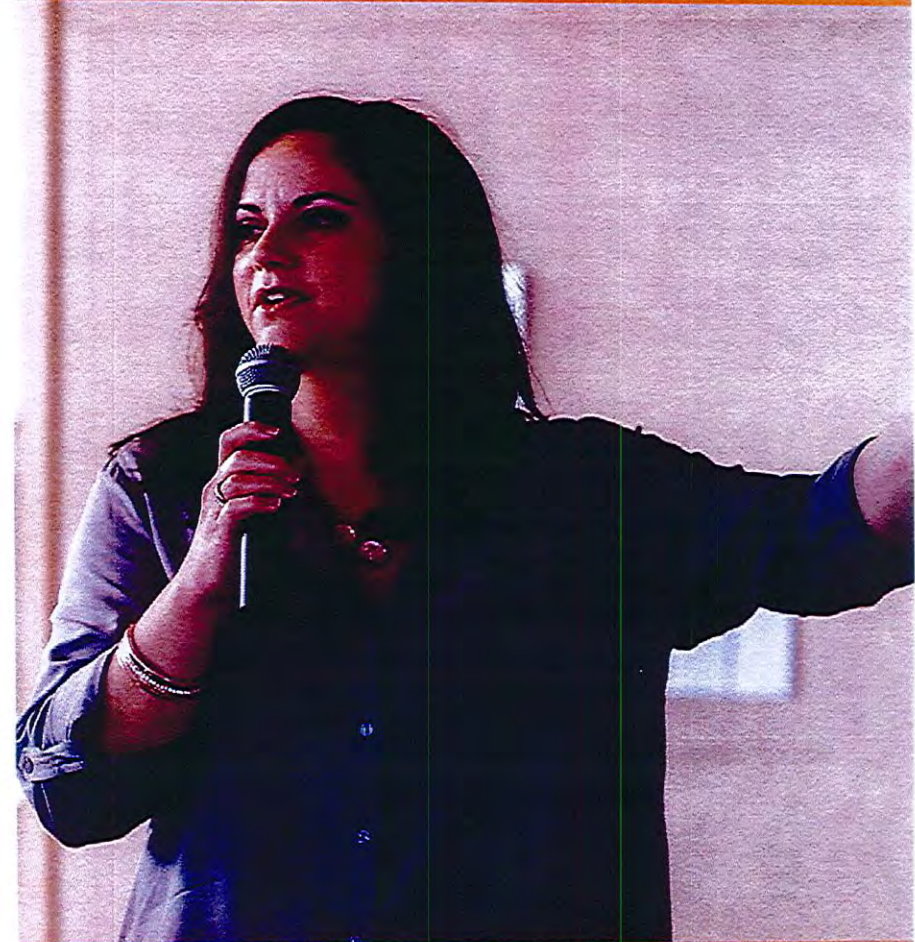


Christopher J. Brown  
Principal Member  
chris@rma.us.com  
C: 561.706.5545



Kim J. Briesemeister  
Principal Member  
kim@rma.us.com  
C: 954.829.3508

RMA | 2302 E. Atlantic Blvd. | Pompano Beach, FL 33062



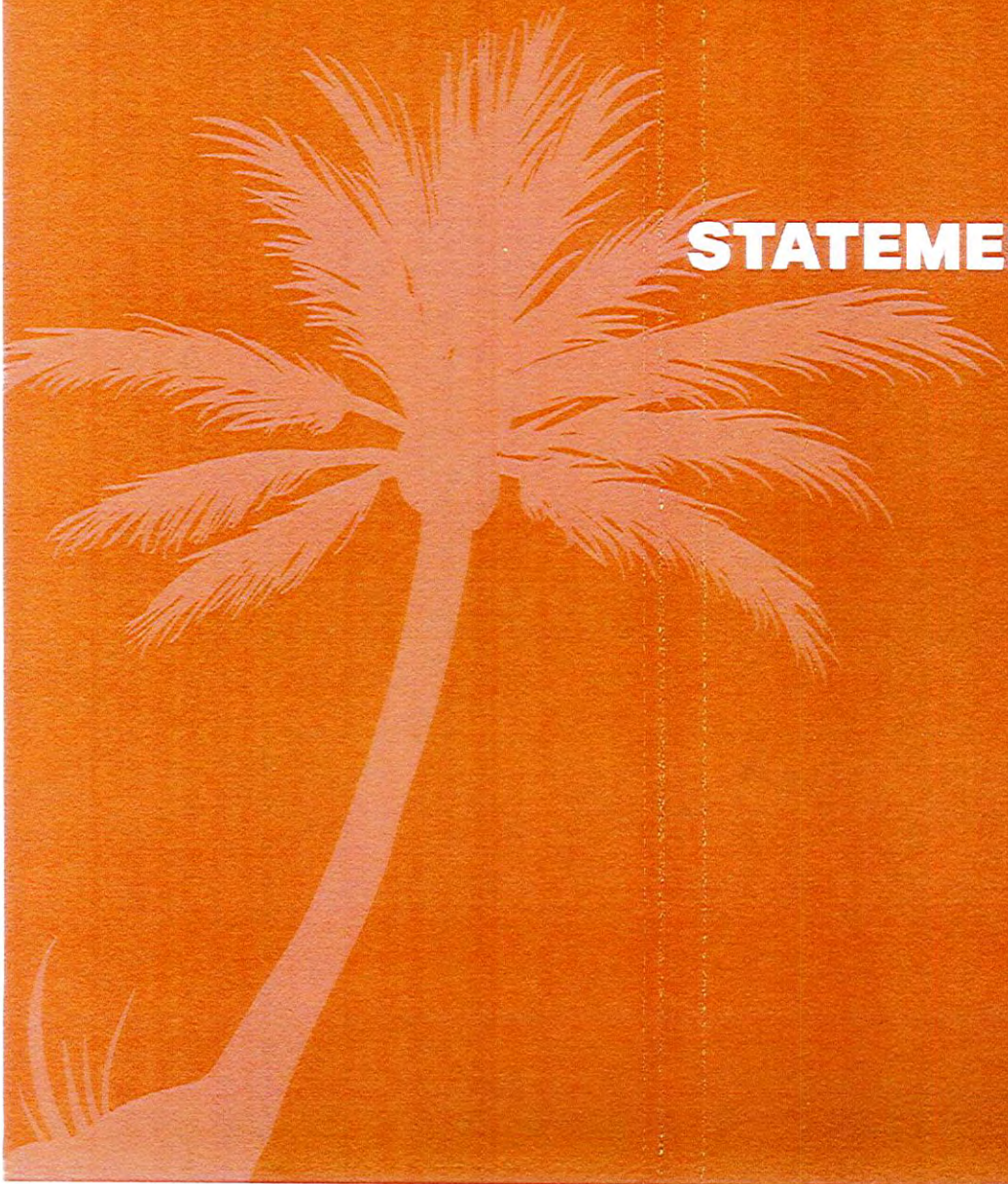
**Project Director and person authorized to make representations on behalf of the proposer:**

Natasha Alfonso-Ahmed  
RMA Director of Urban Design & Planning  
Natasha@rma.us.com  
C: 786.266.7344



**TAB 2**

**STATEMENT OF QUALIFICATIONS**





# TAB 2 | STATEMENT OF QUALIFICATIONS

**RMA** is a full service economic (re)development firm passionately reinventing cities to bring hidden assets and unrecognized value to the forefront. We have a proven track record assessing, developing and implementing activities/programs that are improving communities by utilizing a realistic, comprehensive and effective approach - resulting in over \$1 billion in private sector investment within our client areas.

We offer comprehensive services under five specialized divisions:



Economic Development

Urban Design & Planning

Business Attraction & Marketing

Real Estate

Government Management & Administration

RMA was formed in 2009 by Principal Members, Kim Briesemeister, a Certified Redevelopment Administrator, and Christopher J. Brown, combining their talents and 50+ years of experience providing consulting and management services to governments in the field of urban (re)development, locally, nationally and internationally. RMA headquarters is located in Pompano Beach, Florida, with additional office locations in Delray Beach, Jacksonville and Winter Springs.

Our expertise includes all aspects of urban design and planning, economic development, real estate development and public-private partnerships, business attraction and marketing, government administration and community consensus building. RMA's active practitioners have led some of the most successful economic (re)development efforts in Florida cities during the last 30 years, transforming many South Florida areas into thriving business/entertainment districts, including Miami Beach, Pompano Beach, Delray Beach, West Palm Beach, Hollywood and Fort Lauderdale.

RMA's 44 highly experienced professionals are committed to helping our clients in their pursuit of economically diverse and healthy communities. Our firm has the experience, in-house expertise and financial stability to successfully complete and implement projects of all sizes. The benefits of working with us include comprehensive access to industry-leaders in specialized (re)development fields under one firm - providing years of knowledge, experience and proven success as evidenced by the client cities we have helped reinvent.



**Redevelopment Management Associates (RMA) is a small, independent and woman-owned Limited Liability Corporation located in Broward County, licensed to do business by the State of Florida.**

**Number of Employees: 44**

**RMA**  
2302 E. Atlantic Boulevard  
Pompano Beach, FL 33062  
P: 954.695.0754 | F: 754.222.8081  
info@rma.us.com | www.rma.us.com



# TAB 2 | STATEMENT OF QUALIFICATIONS

## KEY PERSONNEL

RMA's unique approach to planning a target area of an entire city is effective because of our ability to understand the needs of each client and provide the appropriate mix of design, economic development, real estate and marketing expertise. A plan needs to be realistic, actionable and provide proven strategies with measurable goals to attract the right kind of development in coordination with the identified goals and vision.

RMA's founding principals, **Kim Briesemeister** and **Chris Brown**, have been effectively utilizing this approach for over 30 years for governmental entities. Our team has a reputation for attracting investment to our client communities with success stories that can be seen and experienced locally, nationally and internationally. Our success stories always start with a targeted plan. The plan becomes the road map for all initiatives and expenditures and is evaluated regularly for effectiveness.

Project Director, **Natasha Alfonso-Ahmed**, RMA Director of Urban Design and Planning, has over 15 years of local and international experience in code writing and urban design initiatives. She has extensive knowledge of new urban design principals and what makes for good architecture, and has authored codes for Pompano Beach, Oakland Park, West Palm Beach, North Miami Beach and Miami Dade County. She has extensive experience leading design charrettes which maximize community involvement and creativity including in Montego Bay, Jamaica; Braine L'Alleud Belgium; Tripoli, Libya; Berenice, Egypt and various neighborhoods in South Florida. Ms. Alfonso-Ahmed has a Masters of Architecture in Town Planning from the University of Miami and a Bachelor of Architecture from the University of Miami.

**Maria deLeon-Fleites**, RA, RMA Senior Urban Designer and Architect/Project Manager, has extensive experience in architectural and urban design initiatives, is a registered architect in the State of Florida, and has successfully managed her own practice and contributed in a positive manner to the built environment. The types of projects she has completed are varied in scale and range from designing individual buildings to neighborhoods.

**Jean Dolan**, AICP, is an accomplished Comprehensive Planning Specialist, with over 29 years of experience in the field dealing with complex land use amendments in both the public and private sectors.

**Camilo Lopez**, RMA Jr. Urban Designer, is also a planner and architectural designer. He provides support in community (re)development, land use, illustrative concepts, graphic support, concept plans, and master planning including site analysis, charrette process and project delivery. Mr. Lopez is highly capable at working cross computer platforms to design, create, and produce illustrative drawings/maps and other graphical support in the latest versions of AutoCAD, Adobe Suite and sketch up.

RMA Jr. Planner, **Max Wemyss**, is a GIS and Urban Development Specialist that has worked with Community Redevelopment Agencies (CRA's). He works with the team to analyze and provide relevant data required for each project.

**Kevin S. Crowder**, CEcD, RMA Director of Economic Development, is an IEDC Certified Economic Developer and an expert in economic analysis, public-private partnerships, private capital investment and strategic economic planning. Mr. Crowder's market driven approach helps communities maximize their economic development potential and compete for investment while also preparing entrepreneurs and investors for success in Florida markets. Mr. Crowder has practiced economic development in Florida for over twenty years, of which 15 years (1998-2012) were spent as the Director of Economic Development and Government Affairs for the City of Miami Beach, where he worked with the private sector to transform Lincoln Road into one of the premier retail destinations in the world. Mr. Crowder also worked for four years (1994-1998) for the South Beach Business Improvement Districts on Ocean Drive, Washington Avenue, and Collins Avenue; as well as for the South Beach Marketing Council during the same period. Mr. Crowder frequently testifies before the Florida Legislature and is a frequent lecturer on economic development including before the Florida League of Cities, Florida City/County Manager Association, Urban Land Institute, Florida Atlantic University, Florida International University, Florida Redevelopment Association, and Florida Main Street.



# TAB 2 | STATEMENT OF QUALIFICATIONS

RMA Director of Business Attraction & Marketing, **Sharon McCormick**, is an expert at writing and implementing marketing plans with over 25 years of branding, marketing and public relations experience including business recruitment, events, community engagement and targeted marketing campaigns. Ms. McCormick has drafted multiple marketing strategies for clients which are based on primary market data and are measurable in terms of results. Her strategies are comprehensive as they lay out a step by step action plan geared specifically to business attraction through branding, public relations, advertising and events. Ms. McCormick counts among her successes the identification of the unique niche that led to establishment of Oakland Park's Culinary Arts District with the Funky Buddha Brewery as the first key tenant, and the attraction of 100+ businesses to Northwood Village in West Palm Beach. The marketing team will participate in the analysis of market information, and will provide real-world guidance on implementation strategies based on the market conditions and public input. We do this better than anyone else as we have continued our work for many clients beyond the research phase, doing the actual hands-on work of implementing the recommendations. RMA's Business Attraction & Marketing Team is an award winner for the marketing and PR campaigns for Dania Beach, Margate, Pompano Beach and West Palm Beach.

**Sarah Blake**, RMA Business Attraction & Marketing Manager, brings a fresh perspective to the marketing team's creativity and applies her excellent writing, communication, and critical thinking skills to every project. She is truly an asset to the team and her astute attention to detail serves her clients well, whether involved in event organization and planning, advertising, design, production or community engagement. Areas of expertise include special events, branding, marketing and social media application and experience in small business development. Ms. Blake has assisted in the attraction and retention of numerous businesses in RMA client cities through creative and collaborative marketing campaigns and special events, all of which attracted additional visitors. This expertise, combined with the development and implementation of marketing and event initiatives, sets her apart as an up and coming industry leader in innovative place-marketing.

RMA Creative Services Director, **Jessica Stern's** experience showcases that she is a multi-faceted powerhouse of innovation and creativity. Her background includes creative direction and graphic design, branding, web development, marketing plan design, strategy and execution, marketing and advertising (print and digital), public relations, copy writing and editing and overall project management. She has provided services for clientele in Florida, New York City, New Jersey, Pennsylvania, Texas, and California.

**Michelle Oprisi**, RMA Creative Services Manager, is a photographer, graphic designer and artist with a background in interior design – all of which she uses as a platform to raise the creative bar. Her graphic design portfolio ranges from logos and branding to packaging, business cards and printed material. She has been published locally, nationally and internationally and her multi-dimensional skill set is a vital asset to the team.

**Jenae Valentine**, RMA Economic Development Coordinator, has real estate experience as a Sales Associate working for both large and boutique real estate brokerages within South Florida specializing in multifamily and industrial properties. Her expertise includes Market Research & Analysis, Real Estate Development, and Commercial and Residential Services. In addition, she has worked with municipalities and private developers on all aspects of public-private partnerships.

RMA Economic Development Assistant, **Farrell Tiller**, will conduct market research and analysis and assist with the preparation and implementation of economic development, business attraction/ retention and marketing plans.

Our in house team includes additional experts in a variety of disciplines including: real estate, financing, housing, public-private partnerships and construction management.

## RMA REFERENCES

### CITY OF NORTH MIAMI BEACH:

Richard Lorber, Director of Community Development,  
P: 305.354.4441 | E: richard.lorber@citynmb.com

### CITY OF POMPANO BEACH:

Dennis Beach, City Manager,  
P: 954.786.4601 | E: dennis.beach@copbfl.com

### CITY OF WEST PALM BEACH:

Jeff Green, City Administrator,  
P: 561.822.1400 | E: jgreen@wpb.org  
(REQUESTS PHONE CALLS ONLY PLEASE)



# TAB 2 | STATEMENT OF QUALIFICATIONS

## PROPOSED APPROACH AND SCHEDULE/TIMELINE

RMA understands that the Town of Lake Park is seeking proposals from qualified consulting firms to perform PROFESSIONAL PLANNING SERVICES to develop a MIXED-USE DISTRICT for the Federal Highway corridor in the Town of Lake Park. The corridor incorporates the east and west sides of Federal Highway between Silver Beach Road (to the north), Palmetto Drive (to the south), 2nd Street (to the west) and Lake Shore Drive (to the east). The selected consultant will be expected to provide a range of consulting, planning and architectural rendering services, including public engagement initiatives and presentations, comprehensive plan amendments, and the creation of Land Development Regulations.

RMA acknowledges that a significant amount of design analysis has already been conducted in the study area. RMA's goal is to build upon the great work that has already been completed and assist the Town with preparing development regulations that support the Community's vision.

RMA understands that the Town is requesting that this project be completed in two phases for which Phase 1 (the east side of the corridor) has already undergone Comprehensive Plan Amendments and requires the creation of Land Development Regulations, and Phase 2 (the west side of the corridor) requires both the Comprehensive Plan Amendments and the creation of Land Development Regulations.

### **RMA's proposal offers two options for the completion of the project:**

1. Option 1 - The first option assumes that the east and west sides (Phase 1 and 2) of Federal Highway will be completed in separate stages, as requested by the Town, and that there will be a separate Public Involvement Process, Adoption Process and marketing event for both the east and west sides of Federal Highway.
2. Option 2 - In order to provide a more efficient process and maximize resources, RMA proposes a second option. The second option assumes that the existing conditions analysis and preparation of the zoning district regulations for both east and west sides (Phase 1 and 2) of Federal Highway will be completed concurrently and that there will only be one Public Involvement Process, one Adoption Process and one marketing event for both east and west sides of Federal Highway.

Both Option 1 and Option 2 are priced out separately in the Cost Proposal for comparison. The cost proposal provides a detailed explanation of the tasks for both options. Below is an explanation of the recommended general project approach for Option 2. In terms of the project schedule, if Option 1 is chosen the total process may take up to 20 months to complete. However, if Option 2 is chosen, the process may be completed in 13 months. The cost proposal provides a detailed timeline for each option.

### **Proposed Approach for Option 2:**

RMA has successfully completed several Land Use and Zoning Amendments for various mixed use and transit oriented districts in Pompano Beach, North Miami Beach and West Palm Beach. In all three cities, the greatest concerns from the community stemmed from a lack of understanding of the vision and desired development pattern of the mixed use districts and the impact on their quality of life. The main issues that were addressed in all three cities were compatibility of use and height, enhancement and accessibility of public open space and waterfront areas, streetscape improvements and redevelopment incentives.

RMA's success in these cities is attributed to its comprehensive approach which achieves a careful balance between the desires of the Town Council, the citizens and the development community. Our approach thrives on meaningful participation and interaction, in public forums, among all stakeholders. Our first step is to understand the goals and objectives of the Town for both redevelopment and new development. This process entails careful analysis of the Town's Strategic Plan, Comprehensive Plan and other relevant material. During the first phase of the project, our team typically holds a public kick-off meeting to engage the community to clarify the goals and objectives and to kick-start the project. Stakeholder interviews are also conducted in the first phase of the project.



## TAB 2 | STATEMENT OF QUALIFICATIONS

What we have learned from our experience in other cities is that property owners and residents adjacent to a proposed mixed use district are often concerned about height compatibility between lower density residential adjacent to the corridors and the new mixed use development. These concerns are addressed by the details in the zoning through a comprehensive approach. This comprehensive approach begins with a market study, which is conducted by our economic development division in the second phase of the project, to understand the unmet demand and potential for non-residential and residential development along the corridors.

Once we understand what can realistically be developed on the corridors, the urban design and planning division begins the third phase of the project, which is a block-by-block analysis and conceptual design for what could fit on each block based on reasonable lot consolidation, compatible mixed use building design and reasonable height transitions adjacent to the single-family. This process includes a field survey, detailed parcel analysis, evaluation of existing street conditions, survey of existing transportation and parking constraints and opportunities, GIS mapping, etc. During this phase, the urban design team will review the transmitted Comp Plan amendment and the existing and recently drafted Land Development Regulations and its effectiveness to achieve the desired development pattern along the corridor. The transmitted Comp Plan will be evaluated to understand the densities and intensities of the residential and commercial development proposed for each sub district and recommend any changes. The conceptual design becomes the Vision Plan for the corridor and becomes the base for the Comp Plan amendments and the zoning regulations that will be drafted to address height compatibility, density and other issues alike. At this stage, the team will also evaluate the feasibility of utilizing a TDR program on the Corridor.

RMA has developed a very specific, almost surgical, approach to analyzing the parcels most likely to have height and design compatibility issues. The purpose of the analysis is to determine what the current code would allow to be built and to identify amendments to the code which would require a more compatible design solution. Looking specifically at potential design plans for individual parcels and blocks likely to redevelop has five primary benefits:

(1) it helps the staff and public understand what the current regulations allow; (2) it identifies the constraints the existing regulations may create in terms of the potential redevelopment; (3) it identifies properties where redevelopment may have constraints based on lot depths or where properties have a great potential for redevelopment resulting in unintended cut-through traffic circulation impacts to the adjacent neighborhood so these can be addressed more specifically; (4) it gives owners and developers alike a real idea of what potential their property, or a consolidation of property, has for redevelopment; and (5) it allows all to see clearly the benefits of modifying those regulations.

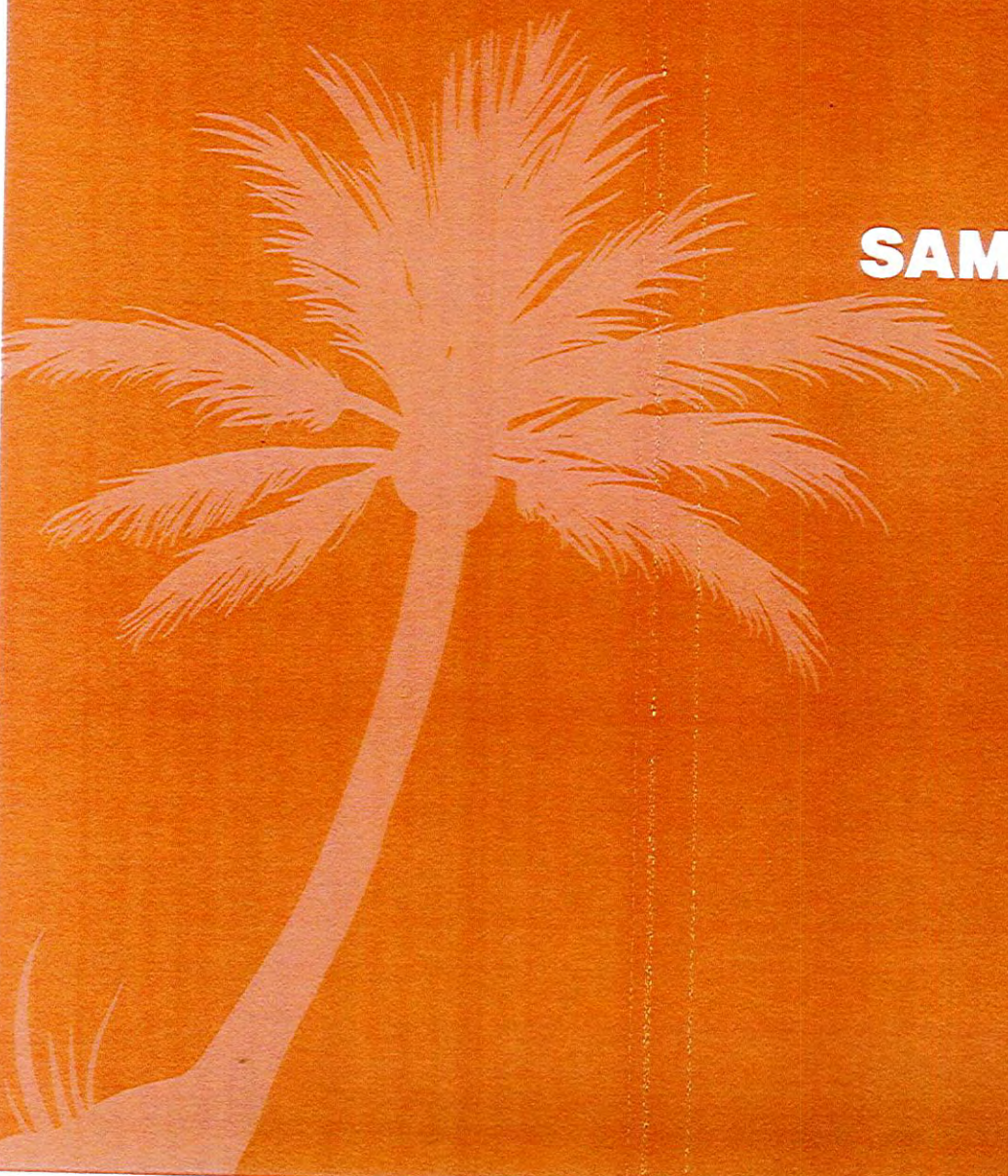
Once the third phase of the project is complete, our team will provide staff a detailed explanation of the findings of the market and urban design analysis and the proposed urban design recommendations that will become the base for the new land development regulations. Once staff has a thorough understanding of the issues and proposed recommendations, the team will typically hold a second public meeting to present the findings of the market and urban design analysis and the proposed urban design recommendations.

After significant input has been obtained from the community, the team will begin drafting the amendments to the zoning regulations. The draft regulations are then submitted to staff for review. After addressing comments from staff, the draft regulations are presented to the Planning Board, followed by the Town Council for two public hearings - first reading and adoption. After that, RMA will assist the Town in preparing a high profile marketing event to market the project and engage community and investor interest in the planning process.

RMA's marketing team has extensive experience planning and hosting events such as these and will work with the team to ensure that a clear and exciting message is delivered to the target audience. The event will showcase the opportunities in the area for commercial investment and development and will engage the business and residential community, building awareness and promoting the plans and accomplishments of the Town (including the creation of new incentives). The event goals will also focus on the attributes of Lake Park including location, access, traffic counts, demographics, spending, and land costs.

If needed, additional workshops with the Town and/or community may be scheduled prior to the presentation to the Planning Board. The goal is to obtain consensus among the Town Council, the citizens and the development community. In addition to the public meetings, our team can utilize various methods for obtaining public input and providing public awareness such as project web pages, online surveys, mailers, door hangers, and public ads.





**TAB 3**  
**SAMPLES OF SIMILAR-TYPE  
INITIATIVES**



**We could think of a city as a blank canvas,  
but every city has it's own unique underlying  
character that is the backdrop for its future.**

**Sharon McCormick**







# North Miami Beach

Downtown, Biscayne Corridor, and Waterfront Mixed Use Districts

## AGENCY

North Miami Beach, FL  
Community Redevelopment Agency

## ADDRESS

17011 NE 19th Ave. North Miami  
Beach, FL 33162

## PERFORMANCE PERIOD

2014-2015

## SERVICES PROVIDED

Master Plan  
Comprehensive Plan Amendments  
Zoning Regulations

## REFERENCE

Richard Lorber,  
Director of Community Development  
P: 305.354.4441  
E: richard.lorber@citynmb.com

## ISSUE

North Miami Beach was languishing and being strangled by traffic while neighboring cities, such as Sunny Isles and Aventura, experienced unprecedented growth and economic development. Development was stifled by low height and density, even in areas where transit oriented development was desired. Development pressure for more height and density resulted in endless debates and horse trading in commission meetings. Projects that were coming forward were dense yet auto-oriented and did not enhance the character of the city with its well established street, park, and waterway system. The result was more development with no real plan for growth and no control of its remaining valuable assets, such as the Intracoastal waterway parcel(s). The city was in need of a strategy for encouraging redevelopment while laying out the expected public benefits, providing residents with a comfort level that quality of life would be enhanced. Following leadership changes on the City Council, which in turn led to changes in the city's administrative leadership, the city embarked on an aggressive program of redevelopment, revitalization, and tax base enhancement. This included RMA's development of an economic development implementation plan, which began with efforts to change the city's reputation in the real estate industry and to ensure that city regulations matched market conditions and market potential. RMA assisted the city in the Land Use and Zoning amendment for seven mixed-use districts in the City to include the Downtown area, Biscayne Boulevard Corridor and Waterfront Districts.

## STRATEGY

RMA worked with the city to begin a campaign to "spread the word" about the new opportunities in North Miami Beach, and especially the new attitude toward private sector investment. This began with an analysis of the market demand and potential, a review of development financial feasibility, and the development and implementation of tax increment incentives for new investment. Subsequently, the urban design team developed a vision plan for the future growth based on the market study. The vision plan became the base for the proposed land use policies and objectives and zoning map and text amendments. The planning team conducted a buildout analysis to determine the existing entitlements under the current regulations and the future entitlements under the proposed regulations. Additionally, RMA conducted a concurrency analysis based on the projected entitlements to address infrastructure improvements needed as well as potential impact fees generated for parks and police services. The CRA Tax Increment Recapture Incentive Program was revamped to establish clear and stricter guidelines for giving rebates. Before RMA revamped the program, the CRA gave up to 75% tax rebate for any projects that came in regardless of what they developed in the CRA.



To effectively and quickly "spread the word", RMA's marketing team planned and hosted a "Banker/Broker/Developer Event", driving home the newly adopted brand and position in North Miami Beach. Opportunities for investment were featured in a concise printed booklet and online in a website.

## OUTCOME

The amendments were unanimously approved in March 2015. In less than one year of adopting the regulations, the city received nearly ten applications for site plan approval. Two major development sites that were considered to be a hindrance to redevelopment, a large adult entertainment venue in the waterfront district and a commercial property near the future rail station, were sold for a combined \$30 million, making way for mixed use developments. Over \$280 million in real estate transactions took place in the target area in the first 18 months, with approval of over 1,000 residential units, 200 hotel rooms, and significant commercial development. The quick change in North Miami Beach's reputation in the private sector, combined with strong, visionary leadership and RMA's approach, enabled North Miami Beach to lead Miami-Dade County in property taxable value growth from 2015-2016, at a year over year rate of 17%. Additionally, the taxable value of property within the North Miami Beach Redevelopment Area increased by 46% during the same period. This growth was driven by real estate transactions, and additional, even more significant tax base enhancement, will occur as the projects are completed over the next few years.



### Market Data

#### Easy Access

Located midway between Miami and Ft. Lauderdale, adjacent to the Golden Glades Interchange where I-95, Florida's Turnpike, and the Palmetto Expressway Converge, North Miami Beach is truly at the Crossroads of South Florida. This central location and easy access makes North Miami Beach a regional destination for shopping, dining, and office users, since consumers and commuters can reach the city from virtually all of South Florida in less than 30 minutes.

#### Community Characteristics

42,000 permanent residents  
21,000 person workforce  
\$670 million in consumer spending

#### Market Participants Market Capacity

Walmart Toys R Us	Within 5 miles of the intersection of Biscayne Blvd and 163rd Street, there are:
Home Depot	401,000 residents, with a median age of 38.9 years;
Target	165,000 households with average income of \$49,576;
Costco	63% live in owner-occupied housing;
Petco	\$7.5 billion in consumer purchasing power
Office Depot	
Staples	
GameStop	
Marshall's	
West Marine	
Pepp Boys	
Chorale Morton's	
Houston's	

#### Traffic Counts

163rd Street has the highest Traffic Counts for any east west road (other than expressways) in Miami-Dade County east of I-95: 163rd Street has Average Annual Daily Traffic of 55,000 vehicles, and Biscayne Boulevard has 65,000.

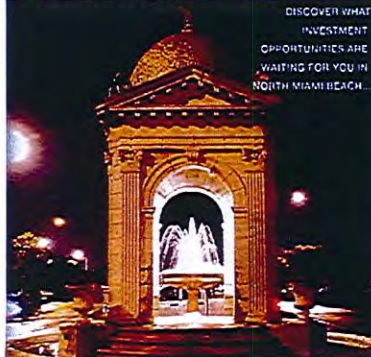
#### Tax Increment Rebate Incentive

The NMBCRA is empowered to financially subsidize commercial, residential, and mixed-use private development projects, through Tax Rebates which return a portion of the additional property tax generated by the project.

The City of North Miami Beach has a Community Redevelopment Agency (NMBCRA) and economic development program, which have many ways to assist a new development or business investment. This program is designed to ensure responsiveness, and provide reliable information and clarity to interested investors.



## NORTH MIAMI BEACH OPPORTUNITY



DISCOVER WHAT INVESTMENT OPPORTUNITIES ARE WAITING FOR YOU IN NORTH MIAMI BEACH.



CONTACT THE NORTH MIAMI BEACH OPPORTUNITY CENTER AT THE NMB NOW CENTER AND LOBBY

1633 BISCAYNE BLVD., SUITE 1000

MIAMI, FL 33132

PH: 305.874.2200

WWW.NMBNOW.COM





# West Palm Beach

## North End Mixed Use Districts, Visioning and Master Planning

### AGENCY

West Palm Beach, FL  
Community Redevelopment Agency

### ADDRESS

401 Clematis Street  
West Palm Beach, FL 33401

### PERFORMANCE PERIOD

2014 – Present

### SERVICES PROVIDED

Master Plan  
Comprehensive Plan Amendments  
Zoning Regulations

### REFERENCE

Jeff Green, City Administrator  
P: 561.822.1400  
E: jgreen@wpb.org  
(REQUESTS PHONE CALLS ONLY PLEASE)

### ISSUE

The North End of the West Palm Beach CRA had faced years of stagnation due to economic downturns and shortfalls in the current zoning regulations. The CRA of West Palm Beach retained RMA to develop a master plan for the North End of West Palm Beach, which encompasses the Northwood/Pleasant City CRA and three mixed-use districts (Currie Park, Northwood Village and the Broadway Corridor) and the Pleasant City neighborhood. In addition to the master plan, the CRA retained RMA to amend the Comprehensive Master Plan and zoning Regulations for the three mixed-use districts based on a new vision plan.

### STRATEGY

RMA organized and conducted a 7-day design workshop within the community that engaged a great number of residents, business owners and stakeholders within the North End. The goal of the design workshop was to create a vision and an implementation strategy for the redevelopment of the North End. The Currie Park area is situated on the east side of the CRA along the Intracoastal Waterway. This area has the largest number of vacant properties within the North End and the greatest interest for redevelopment due to its location. The master plan for this area focused on creating a physical and visual connection to Currie Park and the waterway. The Northwood area is the North End's entertainment district with an eclectic mix of restaurants, galleries and shops. This area's success is due to the rebranding and marketing strategies implemented by RMA.

The district, however, still has room for growth. The master plan proposes a transit oriented district anchored on the west end by a future passenger rail station along the FEC. The Broadway Corridor is characterized today by crime and blight. The master plan recommended various development scenarios and specific streetscape improvements to the roadway to support the proposed development. RMA is managing and overseeing a traffic consultant to conduct a lane elimination project along Broadway. This project will convert a portion of the roadway from 4 lanes to 2 lanes and will provide parking and a greenway in the central median, with a shared use path for pedestrians and bicyclists, in order to enhance the multimodal mobility in the district. The Pleasant City Neighborhood is the oldest African American neighborhood within the City. The master plan identified specific streetscape improvements, new green- ways and open spaces as well as infill opportunities for single family.



RMA has completed, through adoption, the Comprehensive Plan and Zoning Amendments for the Currie Mixed-Use District and is currently working on the text changes for the Northwood and Broadway Mixed-Use Districts Comprehensive Plan and Zoning Regulations based on the new vision plan.

### OUTCOME

The completion of the vision for the Currie Park Mixed Use District, along with the subsequent zoning changes, garnered interest from developers immediately. The entire 20 acres was purchased by one developer, who subsequently created a master plan nearly mirroring the RMA plan. The developer plans to begin development with a 47,000SF urban grocer within the district along with a 15-story residential property and improvements to Currie Park, which could include a marina and two restaurants. It is estimated that this first phase could bring over \$1 million per year in additional tax increment to the Northwood/Pleasant City CRA.





# TAB 3 | SAMPLES OF SIMILAR-TYPE INITIATIVES

## PROJECT MANAGEMENT

RMA's philosophy when assisting clients is that we are an extension of your staff and an integral part of your team. RMA has a strong record of performing our work within budget and time constraints, and Project Manager Maria deLeon-Fleites will be responsible for ensuring compliance with this project's budget and time requirements. Ms. deLeon-Fleites will be the primary contact in executing the contract with the Town of Lake Park and will be the direct liaison to Town staff. RMA headquarters is located in Pompano Beach and many team members work and reside in Palm Beach County, including the Town of Lake Park. The core team members are all mobile and work out of all RMA offices and have the available capacity to begin this project immediately and complete all deliverables on a mutually agreed upon schedule.

The RMA team has experience with all aspects of project management under the government management/ administration umbrella and understands the workload scheduling, monitoring and responsiveness that is necessary. We work with the client to identify standard operating procedures which will include administrative processes that shall be followed. This will include specifics for monitoring the direction and instructions provided, as well as the protocol to follow for advising staff. We have developed an efficient methodology and approach to projects that are customized for each client and allocate resources to a typical project based on current and changing needs. Work will be accomplished by senior managers and department heads with input from the principals, and technical support from the entire team. The project manager/team shall be available to staff during working hours by telephone and email. RMA procedures include biweekly project manager and principal meetings to review client work, for peer review and input, and to ensure timely delivery of services on schedule and budget. RMA uses Microsoft Outlook for scheduling and Smartsheet to track progress and hours. During the course of a project the Project Manager can access additional RMA staff resources as needed, including financing, incentives, construction management and engineering.

Our work is our reputation and we take quality control and assurance very seriously. Through our Quality Control & Assurance procedures we strive for continuous improvement in both company and client performance:

- Utilize an organization chart with detailed task descriptions, including the team member assignment for who will carry out the specified tasks.
- Detail not only who is responsible for carrying out a particular task, but also specify who is responsible for checking the work.
- Implement feedback and input procedures from team and coordinate the correction of any issues.
- Utilize a corrective action plan to address any issues and specify how to deal with them for compliance of objectives. The person responsible for quality assurance verifies how a non-compliance originated upon receiving notification and initiates a tracking report so that the occurrence is not repeated.

With five specialized departments and 44 team members, RMA has the ability to be fully responsive to all of our clients, including the Town of Lake Park if selected.

### RMA EXAMPLE PROJECTS

RMA has included one (1) printed copy in a binder and five (5) digital copies on CD of the following RMA Example Projects pertaining to this proposal, for reference for the Town of Lake Park:

1. West Palm Beach – North End Mixed Use Districts
2. North Miami Beach – Downtown, Biscayne Corridor, Waterfront Mixed Use Districts



# FEE SCHEDULE/COST ESTIMATE

## FEE SCHEDULE/COST ESTIMATE

RE: RFP No. 101-2017 - PROFESSIONAL PLANNING SERVICES MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1 LAND DEVELOPMENT REGULATIONS AND PHASE 2 COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT REGULATIONS - TOWN OF LAKE PARK

RMA (Redevelopment Management Associates, LLC) is pleased to transmit a proposal for the following two projects for the Town of Lake Park: 1) the preparation of Land Development Regulations for the east side of the proposed Mixed Use Federal Highway Corridor and 2) the Comprehensive Plan Amendment and preparation of the Land Development Regulations for the west side of the proposed Mixed Use Federal Highway Corridor.

## SCOPE OF SERVICES

RMA understands that the Town is seeking proposals from qualified consulting firms to perform PROFESSIONAL PLANNING SERVICES to develop a MIXED-USE DISTRICT for the Federal Highway corridor in the Town of Lake Park. The corridor incorporates the east and west side of Federal Highway between Silver Beach Road (to the north), Palmetto Drive (to the south), 2nd Street (to the west) and Lake Shore Drive (to the east). The selected consultant will be expected to provide a range of consulting, planning and architectural rendering services, including public engagement initiatives and presentations, comprehensive plan amendments, and the creation of Land Development Regulations.

The development of the Mixed-Use District will be a two-phased approach for which Phase 1 (the east side of the corridor) has already undergone Comprehensive Plan Amendments and requires the creation of Land Development Regulations, and Phase 2 (the west side of the corridor) requires both the Comprehensive Plan Amendments and the creation of Land Development Regulations.

RMA understands that the Town is requesting that this project is completed in two phases. This proposal offers two options for the completion of the project. The first option assumes that the east and west (Phase 1 and 2) of Federal Highway will be completed in separate stages, as requested by the Town, and that there will be a separate Public Involvement Process, Adoption Process and marketing event for both the east and west sides of Federal Highway. In order to provide a more efficient process and maximize resources, RMA proposes a second option. The second option assumes that the existing conditions analysis and preparation of the zoning district regulations for both east and west sides (Phase 1 and 2) of Federal Highway will be completed concurrently and that there will only be one Public Involvement Process, one Adoption Process and one marketing event for both east and west sides of Federal Highway. Both options are priced out separately following the description of the tasks below.

### Phase 1 – East side of Federal Highway

**1.0 Existing Conditions, Data and Parcel Analysis** – The RMA Team will begin the project with a Client Kick-Off Meeting to discuss the goals of the project, deliverables, expectations, data requirements, and the proposed timeline. RMA will conduct an analysis of the existing conditions and parcels.

1.1 Client Kick-off Meeting: RMA will review the scope at one (1) orientation meeting with Staff to kick off the project, which will occur within 2-weeks of the Notice-To-Proceed.

1.2 Review Previous Studies and existing data:

1.2.1 Analyze and evaluate the transmitted comprehensive plan amendments for the east side of Federal Highway to understand the densities and intensities of the residential and commercial development.

1.2.2 Review all design guidelines and design standards as related to the Florida Department of Transportation, U.S. Highway 1.

1.3 Existing Conditions Analysis:

1.3.1 Analyze the streetscape conditions of the Federal Highway corridor to evaluate the potential for physical and functional integration with pedestrian connections from Federal Highway to Lakeshore Drive.



# FEE SCHEDULE/COST ESTIMATE

1.3.2 Develop a vision and design concept for the corridor.

1.3.3 Identify specific infrastructure needs and/or projects to activate and support private investment.

1.3.4 Identify potential sources of grants to match public or private investment.

1.4 Market Assessment and Situational Analysis: The economic development team conducts a general market assessment to understand the market demand and/or potential for the study areas where development, revitalization, and growth is desired. This analysis will review the real estate and housing markets, consumer supply and demand, and existing conditions. The economic development assessment will evaluate all sectors of the local economy in the study area and surrounding marketplace, including commercial (retail, restaurant, office), industrial, and residential.

1.4.1 Trade Area Review – This is a review of the various trade areas in which the Federal Highway Corridor competes for investment and customers. It is the initial task of the Market Assessment and sets the framework for that assessment's approach. It identifies the realistic markets for success during the rest of the project and implementation.

1.4.2 Investment Driver Analysis (Land, Labor, Capital, Markets, Regulation) - This analysis identifies opportunities for land assemblage, identification of primary, secondary and tertiary consumer markets, including retail, wholesale and visitor and workforce markets. This includes a review of the capital sources that are available for private and public investment and economic growth in the project area and in some cases the larger trade areas. The goal is to understand how regulation encourages or impedes economic growth in the area, to identify reputational and perception issues associated with the regulatory environment from an investment perspective, and to start to identify what the public sector can realistically do to improve the regulatory environment to encourage investment.

1.4.3 Develop Market Demand and Market Potential Estimates for commercial and residential investment - RMA will prepare a market assessment report that will include a market summary and an analysis of opportunities and barriers to attracting and retaining businesses and residents in the area.

1.5 Parcel Analysis:

1.5.1 RMA will evaluate the highest and best use of the sites along the east side of Federal Highway and will determine the appropriate development pattern in terms of height, setbacks, lot coverage and density taking into consideration the existing character and scale of the multi-family residential uses on the east.

1.5.2 Recommend any changes to the densities and intensities, if any, in the transmittal document prior to Commission adoption.

1.6 Client Meeting: RMA will review the existing conditions, data and parcel analysis at one (1) meeting with Staff.

Client Responsibility: Town will provide RMA a digital and hard copy of the transmitted comprehensive plan amendments for the east side of Federal Highway and previous studies. Town will review analysis and provide consolidated comments to RMA within 10 days of submittal.

Meetings Included in Scope:

- One (1) 4-hour Client Kick-Off meeting (plus 2 hours travel time);

- One (1) 4-hour Client meeting (plus 2 hours travel time) to review summary of existing conditions, data and parcel analysis.

Deliverables: RMA will prepare/provide 1 electronic copy (and 1 CD copy) of the draft report of the analysis including supporting materials (i.e. plans, data calculations, etc.) to staff for review.

**2.0 Public Involvement: Stakeholder Interviews and Public Kick Off Meeting** - RMA will create and implement a public involvement process to present planning concepts, obtain community input and record multiple points of input in order to articulate the community's vision. In the first part of the public involvement process, individual stakeholder meetings will be held with key business and property owners, including private developers/investors, neighborhood representatives and associations, public representatives and agencies. Additionally, a public meeting will be held within the project area where the public will be invited to discuss ideas and learn about the existing conditions, data and parcel analysis.

2.1 Individual Stakeholder interviews: RMA will interview Staff members, Town Council, and key stakeholders. Staff will be responsible for providing a list of individuals to interview and coordinating one (1) day of meetings with stakeholders, RMA and Town staff. This scope assumes 8 hours, plus 2 hours travel time, for this task



# FEE SCHEDULE/COST ESTIMATE

based on two team members attending meetings on one day.

- 2.2 Public Kick Off meeting: RMA will conduct one (1) public meeting in the project study area to engage community interest in the planning process. Staff will be responsible for a.) Providing advertisement and/or mailings; b.) Coordinating location; and c.) Setting up meeting space with seating, projector, screen, microphones, easel pads, post-it notes, and other materials based on the agreed upon meeting design. If necessary, RMA can provide a projector and screen with advance notice. This scope assumes 4 hours, plus 2 hours travel time, for this task based on two team members attending meetings.
- 2.3 RMA will prepare a website, campaign design, one (1) newspaper ad, one (1) flyer, one (1) direct mail postcard and one (1) sign.

Deliverables: RMA will prepare a draft of the PowerPoint presentation for the public meeting, to staff, for review two weeks prior to the public meeting and attend meetings as described. RMA will also prepare a report summarizing the discussions, comments and attendance of the stakeholder interviews and public kick-off meeting.

**3.0 Zoning Amendments** For the mixed use district on the east side of Federal Highway, this task involves the preparation of zoning regulations and zoning map changes needed to implement the recommendations of the mixed use district, including recommendations to land uses, building form, height, density, neighborhood compatibility, parking requirements and landscaping.

Meetings Included in Scope:

- Up to three (3) 4-hour Client meetings (12 hours total, plus 6 hours travel time) to review proposed Mixed Use District zoning regulations and the associated map amendments.

Client Responsibility: Town will review proposed Zoning Text Amendments and provide consolidated comments within 10 days of submittal.

Deliverables: RMA will provide one (1) electronic copy (and one (1) CD copy) of the draft proposed Mixed Use District zoning regulations and the associated map amendments. In addition, one (1) set of revisions will be provided based on staff comments.

**4.0 Adoption Process** – RMA will assist the Town in the adoption of the Mixed Use District.

4.1 RMA will prepare three (3) newspaper ads, one (1) flyer update and one (1) direct mail postcard.

Meetings Included in Scope:

- One (1) 4-hour Public meeting (plus 2 hours travel time) to present the Mixed Use District zoning regulations and the associated map amendments.
- One (1) 4-hour P&Z meeting (plus 2 hours travel time) - Attendance at one P&Z hearing including drafting of staff report for the Mixed Use District zoning regulations and the associated map amendments.
- One (1) 4-hour Town Council meeting first reading (plus 2 hours travel time) - Attendance at one Town Council hearing for first reading including drafting of staff report for the Mixed Use District zoning regulations and the associated map amendments.
- One (1) 4-hour Town Council adoption meeting (plus 2 hours travel time) - Attendance at one final Council Hearing for adoption including drafting of staff report for the Mixed Use District zoning regulations and the associated map amendments.

Client Responsibility:

- Make copies, prepare mailing list, label and notice mailing for the resubmittal for P&Z Board as well as any rezoning maps as a result of the rezoning process.
- Prepare the resubmittal package for Town Council hearing for first reading. Copies to be made by Staff.
- Prepare the resubmittal package to Town Council for second reading. Copies to be made by Staff.
- Distribute final draft to the Team and Staff and any strike-through-and-underline in the adopted zoning will be removed and the document finalized by staff.



# FEE SCHEDULE/COST ESTIMATE

Deliverables: RMA will provide one (1) electronic copy, one (1) CD copy and three (3) hard copies of the final report including all findings and recommendations and presentation of the same to the public and the public boards involved in the public hearing process for approval. RMA will make revisions of the final report as needed during the approval process. Revisions are assumed to be minor. Major revisions may constitute additional services.

**5.0 Marketing Event** – RMA will assist the Town in preparing a high profile event to market the project to engage community and investor interest in the planning process.

**Exclusions for Phase 1** – The following services are not included as part of this scope for the Mixed Use District:

- Determining the existing entitlements for both non-residential and residential uses
- Determining a basket of rights

**Schedule for Phase 1** - Seven to Eight (7-8) months. The total time to complete this project is not expected to exceed 8 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 8 months.

Task 1.0 _____	2 months (from Notice-To-Proceed)
Task 2.0 _____	1 month
Task 3.0 _____	2 months
Task 4.0 _____	2 months (depending on Commission Schedule)
Task 5.0 _____	1 month

## Phase 2 – West side of Federal Highway

**1.0 Existing Conditions, Parcel and TDR Analysis** – The RMA Team will begin the project with a Client Kick-Off Meeting to discuss the goals of the project, deliverables, expectations, data requirements, and the proposed timeline. RMA will conduct an analysis of the existing conditions and parcels.

1.1 Client Kick-off Meeting: RMA will review the scope at one (1) orientation meeting with Staff to kick off the project, which will occur within 2-weeks of the Notice-To-Proceed.

1.2 Parcel Analysis:

1.2.1 RMA will determine the existing entitlements for both non-residential and residential uses

1.2.2 RMA will evaluate the highest and best use of the sites along the west side of Federal Highway and will determine the appropriate development pattern in terms of height, setbacks, lot coverage and density taking into consideration the existing character and scale of the single-family residential uses on the west.

1.2.3 RMA will determine the basket of rights

1.3 TDR Analysis:

1.3.1 Analyze the feasibility of using Transfer of Development Rights (TDR) whereby development rights assigned to properties within the Mixed Use District on the west side of Federal Highway might be transferred to properties in the Mixed Use District on the east side of Federal Highway.

1.3.2 Analyze if there is a market for a TDR program that can be used to incentivize the preservation of the residential single family character of properties (particularly those that may have historical architectural characteristics or qualities) by creating development rights for the identified properties on the west side of Federal Highway that can be sold and transferring these development rights (in the form of increased densities and intensities) to realize the densities and intensities assigned by the transmitted plan amendments to properties on the east side of Federal Highway.

1.4 Client Meeting: RMA will review the existing conditions, data and parcel analysis at one (1) meeting with Staff.



# FEE SCHEDULE/COST ESTIMATE

Client Responsibility: Town will review analysis and provide consolidated comments to RMA within 10 days of submittal.

Meetings Included in Scope:

- One (1) 4-hour Client Kick-Off meeting (plus 2 hours travel time);
- One (1) 4-hour Client meeting (plus 2 hours travel time) to review summary of existing conditions and parcel analysis.

Deliverables: RMA will prepare/provide one (1) electronic copy (and one (1) CD copy) of the draft report of the analysis including supporting materials (i.e. plans, data calculations, etc.) to staff for review.

**2.0 Public Involvement: Stakeholder Interviews and Public Kick Off Meeting** - RMA will create and implement a public involvement process to present planning concepts, obtain community input and record multiple points of input in order to articulate the community's vision. In the first part of the public involvement process, individual stakeholder meetings will be held with key business and property owners, including private developers/investors, neighborhood representatives and associations, public representatives and agencies. Additionally, a public meeting will be held within the project area where the public will be invited to discuss ideas and learn about the existing conditions, data and parcel analysis.

2.1 Individual Stakeholder interviews: RMA will interview Staff members, Town Council, and key stakeholders. Staff will be responsible for providing a list of individuals to interview and coordinating one (1) day of meetings with stakeholders, RMA and Town staff. This scope assumes 8 hours, plus 2 hours travel time, for this task based on two team members attending meetings on one day.

2.2 Public Kick Off meeting: RMA will conduct one (1) public meeting in the project study area to engage community interest in the planning process. Staff will be responsible for a.) Providing advertisement and/or mailings; b.) Coordinating location; and c.) Setting up meeting space with seating, projector, screen, microphones, easel pads, post-it notes, and other materials based on the agreed upon meeting design. If necessary, RMA can provide a projector and screen with advance notice. This scope assumes 4 hours, plus 2 hours travel time, for this task based on two team members attending meetings.

2.3 RMA will update the website and campaign design and prepare one (1) newspaper ad, one (1) flyer, one (1) direct mail postcard and one (1) sign.

Deliverables: RMA will prepare a draft of the PowerPoint presentation for the public meeting, to staff, for review two weeks prior to the public meeting and attend meetings as described. RMA will also prepare a report summarizing the discussions, comments and attendance of the stakeholder interviews and public kick-off meeting

**3.0 Comprehensive Plan Amendments** - For the mixed use district on the west side of Federal Highway, this task involves updates to the City's Comprehensive Plan needed to implement the goals and objectives of the mixed use district. This task will occur concurrently with the development of the zoning regulations.

3.1 Review existing Land Use Categories and Proposed District: Review the proposed land use mix and design intentions for the west side of the corridor. Determine what the current land use designations are for these areas and how they will have to be changed to accommodate the proposed development plan.

3.2 Prepare Draft and Final Text Amendments: Prepare amendments to existing land use categories, as needed, to allow density and intensity and design elements envisioned for the applicable areas. Prepare the Goals, Objectives and Policies to govern the new mixed use district necessary to support the proposed plan of redevelopment for the subject area.

3.3 Concurrency Analysis: Conduct the concurrency analysis (sewer, water, drainage, solid waste, transportation, mass transit, parks and recreation) for the mixed use district.

3.4 Prepare Submittal Package: Compile the proposed text and map amendments with the concurrency analysis (sewer, water, drainage, solid waste, transportation, mass transit, parks and recreation) and the legal descriptions (to be provided by others as required by the Town). Address all non-concurrency issues in the application which include hurricane evacuation, affordable housing, development review process issues, land use compatibility, redevelopment issues, etc.).



# FEE SCHEDULE/COST ESTIMATE

## Meetings Included in Scope:

- Up to two (2) 4-hour Client meetings (8 hours total, plus 4 hours travel time) to review proposed draft Comprehensive Plan map and text amendments.

Client Responsibility: Town will review proposed draft Comprehensive Plan map and text amendments and provide consolidated comments within 10 days of submittal.

Deliverables: In addition to the concurrency analysis and the application submittal package, RMA will provide one (1) electronic copy (and one (1) CD copy) of the proposed draft Comprehensive Plan map and text amendments. In addition, one (1) set of revisions will be provided based on staff comments.

**4.0 Zoning Amendments** For the mixed use district on the west side of Federal Highway, this task involves the preparation of zoning regulations and zoning map changes needed to implement the recommendations of the mixed use district, including recommendations to land uses, building form, height, density, neighborhood compatibility, parking requirements and landscaping.

## Meetings Included in Scope:

- Up to three (3) 4-hour Client meetings (12 hours total, plus 6 hours travel time) to review proposed Mixed Use District zoning regulations and the associated map amendments.

Client Responsibility: Town will review proposed Zoning Text Amendments and provide consolidated comments within 10 days of submittal.

Deliverables: RMA will provide one (1) electronic copy (and one (1) CD copy) of the draft proposed Mixed Use District zoning regulations and the associated map amendments. In addition, one (1) set of revisions will be provided based on staff comments.

**5.0 Adoption Process** – RMA will assist the Town in the adoption of the Mixed Use District.

5.1 RMA will prepare three (3) newspaper ads, one (1) flyer update and one (1) direct mail postcard.

## Meetings Included in Scope:

- One (1) 4-hour Public meeting (plus 2 hours travel time) to present both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments.
- One (1) 4-hour P&Z meeting (plus 2 hours travel time) - Attendance at one P&Z hearing, including drafting of staff report, for both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments. This scope assumes that the Comp Plan and zoning amendments will be brought forth to the P&Z Board at the same time. Additional meetings will be charged separately.
- One (1) 4-hour Town Council meeting first reading (plus 2 hours travel time) - Attendance at one Town Council hearing for first reading, including drafting of staff report, for both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments. This scope assumes that the Comp Plan and zoning amendments will be brought forth to the P&Z Board at the same time. Additional meetings will be charged separately.
- One (1) 4-hour Town Council adoption meeting (plus 2 hours travel time) - Attendance at one final Council Hearing for adoption, including drafting of staff report, for both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments. This scope assumes that the Comp Plan and zoning amendments will be brought forth to the P&Z Board at the same time. Additional meetings will be charged separately.



# FEE SCHEDULE/COST ESTIMATE

## Client Responsibility:

### Comp Plan

- Make copies, prepare mailing list, label and notice mailing for the resubmittal for P&Z Board.
- Prepare the resubmittal package for Town Council hearing for first reading. Copies to be made by Staff.
- Prepare the transmittal package to DEO and State Review Agencies. No RMA time is included in this scope for those services.
- Prepare the resubmittal package to Town Council for second reading. Copies to be made by Staff.
- Distribute compliance review results to the Team and Staff and any strike-through-and-underline in the adopted plan will be removed and the document finalized by Staff.

### Zoning

- Make copies, prepare mailing list, label and notice mailing for the resubmittal for P&Z Board as well as any rezoning maps as a result of the rezoning process.
- Prepare the resubmittal package for Town Council hearing for first reading. Copies to be made by Staff.
- Prepare the resubmittal package to Town Council for second reading. Copies to be made by Staff.
- Distribute final draft to the Team and Staff and any strike-through-and-underline in the adopted zoning will be removed and the document finalized by Staff.

Deliverables: RMA will provide one (1) electronic copy, one (1) CD copy and three (3) hard copies of the final report including all findings and recommendations and presentation of the same to the public and the public boards involved in the public hearing process for approval. RMA will make revisions of the final report as needed during the approval process. Revisions are assumed to be minor. Major revisions may constitute additional services.

**6.0 Marketing Event** – RMA will assist the Town in preparing a high profile event to market the project to engage community and investor interest in the planning process.

**Schedule for Phase 2** – Twelve (12) months. The total time to complete this project is not expected to exceed 12 months from Notice-to-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 12 months.

Task 1.0 \_\_\_\_\_ 2 months (from Notice-To-Proceed)

Task 2.0 \_\_\_\_\_ 1 month

Task 3.0 and 4.0 \_\_\_\_\_ 4 months (this timeframe assumes tasks will occur concurrently)

Task 5.0 \_\_\_\_\_ 4 months (depending on Commission Schedule and State Review)

Task 6.0 \_\_\_\_\_ 1 month

## TIMELINE:



# FEE SCHEDULE/COST ESTIMATE

**OPTION 1: Separate Schedule for Phase 1 and 2** – Nineteen to Twenty (19-20) months. The total time to complete this project is not expected to exceed 19-20 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 19-20 months.

**Schedule for Phase 1** - Seven to Eight (7-8) months. The total time to complete this project is not expected to exceed 8 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 8 months.

- Task 1: Existing Conditions, Data and Parcel Analysis (Phase 1) \_\_\_\_\_ 2 months (from Notice-To-Proceed)
- Task 2: Public Involvement \_\_\_\_\_ 1 month
- Task 3: Zoning Amendments (Phase1) \_\_\_\_\_ 2 months
- Task 4: Adoption Process \_\_\_\_\_ 2 months (depending on Commission Schedule)
- Task 5: Marketing Event \_\_\_\_\_ 1 month

**Schedule for Phase 2** – Twelve (12) months. The total time to complete this project is not expected to exceed 12 months from Notice-to-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 12 months.

- Task 1: Existing Conditions, Parcel and TDR Analysis (Phase 2) \_\_\_\_\_ 2 months (from Notice-To-Proceed)
- Task 2: Public Involvement \_\_\_\_\_ 1 month
- Task 3 and 4: Comprehensive Plan and Zoning Amendments (Phase 2) \_\_\_\_\_ 4 months  
(this timeframe assumes tasks will occur concurrently)
- Task 5: Adoption Process \_\_\_\_\_ 4 months (depending on Commission Schedule and State Review)
- Task 6: Marketing Event \_\_\_\_\_ 1 month

**OPTION 2: Combined Schedule for Phase 1 and 2** – Thirteen (13) months. The total time to complete this project is not expected to exceed 13 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 13 months.

- Task 1: Existing Conditions, Data and Parcel Analysis (Phase 1&2) \_\_\_\_\_ 3 months (from Notice-To-Proceed)
- Task 2: Public Involvement \_\_\_\_\_ 1 month
- Task 3 and 4: Comprehensive Plan and Zoning Amendments (Phase 1&2) \_\_\_\_\_ 4 months (this timeframe assumes tasks will occur concurrently)
- Task 5: Adoption Process \_\_\_\_\_ 4 months (depending on Commission Schedule and State Review)
- Task 6: Marketing Event \_\_\_\_\_ 1 month

**COMPENSATION:** The fee for the listed scope of services shall be a lump sum fee for each task, to be paid monthly based on percentage complete.



# FEE SCHEDULE/COST ESTIMATE

## **OPTION 1: Separate Public Input and Approval Process**

This option assumes that the east and west sides (Phase 1 and 2) of Federal Highway will be completed in separate stages and that there will be a separate Public Involvement Process, Adoption Process and marketing event for both the east and west sides of Federal Highway.

**Lump sum, not to exceed     \$236,200**

### **Phase 1:**

Task 1: Existing Conditions, Data and Parcel Analysis_____	\$34,200
Task 2: Public Involvement_____	\$14,000
Task 3: Zoning Amendments_____	\$25,600
Task 4: Adoption Process_____	\$25,200
Task 5: Marketing Event_____	\$3,000

### **Phase 2:**

Task 1: Existing Conditions, Data and Parcel Analysis_____	\$28,500
Task 2: Public Involvement_____	\$16,550
Task 3: Comprehensive Plan Amendments_____	\$27,700
Task 4: Zoning Amendments_____	\$26,800
Task 5: Adoption Process_____	\$31,650
Task 6: Marketing Event_____	\$3,000

## **OPTION 2: Combined Public Input and Approval Process**



# FEE SCHEDULE/COST ESTIMATE

This option assumes that Task 1 and Task 4 for both east and west sides (Phase 1 and 2) of Federal Highway will be completed concurrently and that there will only be one Public Involvement Process, one Adoption Process and one marketing event for both east and west sides of Federal Highway.

**Lump sum, not to exceed**      **\$173,900**

Task 1: Existing Conditions, Data and Parcel Analysis (Phase 1&2)	\$58,200
Task 2: Public Involvement	\$16,550
Task 3: Comprehensive Plan Amendments	\$27,700
Task 4: Zoning Amendments (Phase 1&2)	\$36,800
Task 5: Adoption Process	\$31,650
Task 6: Marketing Event	\$3,000

**Fees and Reimbursables:** Costs considered reimbursable include all third-party design services requested by the Client, renderings, additional printed materials or duplicate copies of presentation materials and reports. Production and distribution of public materials (i.e. printing, mailing, flyer distribution, sign installation and retrieval) are not included in this scope and will be submitted as a reimbursable expense by RMA.

**Additional Services:** Additional services may include, but are not limited to: additional document revisions not mentioned in the above scope of work; additional community outreach/planning meetings/workshops, Commission Planning Workshops, one-on-one meetings with stakeholders/developers (not already included in this scope), P&Z Board members, or Town Commission members; and public hearings over four hours in length. Those meetings and any other tasks not included above will be billed at the hourly rates per the RMA contract.



# FEE SCHEDULE/COST ESTIMATE

**RMA FEE SCHEDULE** The fee schedule for hourly services is as follows:

PROFESSIONAL SERVICE	HOURLY RATE
<b>BUSINESS ATTRACTION &amp; MARKETING</b>	
Graphic Designer	\$85.00
Creative Director	\$150.00
Director of Digital Solutions	\$150.00
Marketing Assistant	\$85.00
Marketing Coordinator	\$100.00
Marketing Manager	\$125.00
Sr. Marketing Manager	\$150.00
Tourism Specialist	\$150.00
Director - Business Attraction & Marketing	\$185.00
<b>CONSTRUCTION</b>	
Construction Inspector	\$95.00
Construction Manager	\$145.00
Construction Director	\$180.00
<b>ECONOMIC DEVELOPMENT</b>	
Economic Develop Assistant	\$85.00
Economic Develop Coordinator	\$115.00
Economic Develop Manager	\$150.00
Director - Economic Development	\$185.00

PROFESSIONAL SERVICE	HOURLY RATE
<b>ENGINEERING</b>	
Engineer	\$95.00
Engineer I	\$125.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
<b>GOVERNMENT MANAGEMENT &amp; ADMINISTRATION</b>	
Administrative Assistant	\$80.00
CRA Clerk	\$80.00
Sr. Admin Assistant	\$105.00
Sr. Redevelopment Associate	\$195.00
Managing Director	\$205.00
Principal	\$230.00
<b>PROJECT MANAGEMENT</b>	
Project Coordinator	\$95.00
Project Manager I	\$125.00
Project Manager II	\$145.00
Sr. Project Manager	\$180.00



# FEE SCHEDULE/COST ESTIMATE

PROFESSIONAL SERVICE	HOURLY RATE
<b>REAL ESTATE</b>	
Real Estate Coordinator	\$115.00
Real Estate Manager	\$150.00
Director - Real Estate	\$185.00
<b>URBAN DESIGN &amp; PLANNING</b>	
GIS/CAD Operator	\$95.00
Landscape Architect I	\$105.00
Landscape Architect II	\$120.00
Landscape Architect III	\$135.00
Sr. Landscape Architect	\$155.00
Planning Assistant	\$105.00
Planner I	\$115.00
Planner II	\$125.00
Sr. Planner	\$150.00
Urban Design Assistant	\$105.00
Urban Designer I	\$115.00
Urban Designer II	\$125.00
Sr. Urban Designer	\$150.00
Director-Urban Design & Planning	\$185.00